Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 9 - City of Poughkeepsie	Atkins	1		
District 8 - City and Town of Poughkeepsie	Brendli		1	
District 21 - East Fishkill	Caswell	2		
District 5 - Town of Poughkeepsie	D'Aquanni	3		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	4		
District 15 - Wappinger	Faust	5		
District 22 - Beekman and Union Vale	Garito	6		
District 1 - Town of Poughkeepsie	Gorman	7		
District 24 - Dover and Pawling	House	8		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston	9		
District 10 - City of Poughkeepsie	Johnson		2	
District 6 - Town of Poughkeepsie	Kaul	10		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	11		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	12		
District 17 - Town and Village of Fishkill	McHoul	13		
District 12 - East Fishkill	Metzger	14		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	15		
District 18 - City of Beacon and Fishkill	Page		3	
District 13 - East Fishkill and Wappinger	Paoloni		4	
District 3 - LaGrange	Polasek	16		
District 23 - Pawling, Beekman and East Fishkill	Rolison		5	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece	17		
District 7 - Hyde Park and Pleasant Valley	Truitt	18		
District 16 - Fishkill and Beacon	Valdés Smith	19		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		6	
	Total:	19	6	0

Present: 19
Absent: 6
Vacant: 0

Date: 10/14/2025

Regular Meeting

of the

Dutchess County Legislature

Tuesday, October 14, 2025

The Chairman of Legislature called the meeting to order at 6:30 p.m.

Roll Call by the Clerk of the Legislature

PRESENT:	19	Atkins, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Polasek, Travelpiece, Truitt, and Valdés Smith
ABSENT:	6	Brendli, Johnson, Page, Paoloni, Rolison, and Versaci
PRESENT/LATE:	0	

Quorum Present.

Pledge of Allegiance to the Flag, Invocation by Chaplain Alicia Ware of Vassar Brothers Hospital, Poughkeepsie, followed by a moment of silent meditation.

Presentation

REV250 Program – Quaker Meeting House Tour

Proclamations and Commendations

Proclamation: Recognizing Diwali in Dutchess County

Commendation: National 4-H week

Commendation: Eagle Scout Thomas Ayasse

Public Hearing

Public Hearing in Connection with the Establishment of Zone of Assessment "029A" and Zone of Assessment "029B" in the Dutchess County Water District located in the Town of Hyde Park

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

Louis Kaufman, Elbow Creek a developer for Croften Mews, Hyde Park, spoke in support of the plan to establish new zones of assessment for Hyde Park. His comments are attached hereto.

Andrew Schaefer, 20 Louise Place, Staatsburg, spoke in opposition to the plan to establish new zones of assessment for Hyde Park, stating it would be a hardship on the elderly people and families in the neighborhood.

No one else wishing to speak, the Chair declared the public hearing closed.

Public Hearing in Connection with the Establishment of Zone of Assessment "030" in the Dutchess County Water District located in the Town of Hyde Park

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

John Zielger, Golden Way Development, spoke in support of the establishment of the zone of assessment stating the water system is in disrepair and needs work.

No one else wishing to speak, the Chair declared the public hearing closed.

Privilege of the Floor with respect to printed agenda items; limited to three minutes.

None.

Approval of prior month's meeting minutes

Chair Truitt entertained a motion to approve the September 2025 minutes.

The September 2025 minutes were adopted.

Reports of standing committees, special committees, and liaisons to other committees and boards.

Assistant Majority Leader Polasek reported on the Hudson Valley Regional Council and their technical assistance to 28 Dutchess County municipalities throughout the year and also reported on the Airport Advisory Committee and the Airport's terminal improvements that were amended into the 2025 budget.

Resolutions considered out of numerical order will be placed in numerical order for fluidity.

ELBOW CREEK, LLC
241 Hudson St.
Hackensack, NJ 07601

(201) 488-4455
Fax (201) 488-8283
lkaufman@onekeyllc.com

October 14, 2025

Dutchess County Legislature
Attn: Leigh Wager, Clerk
22 market Street
Poughkeepsie, NY 12601

RE: Res 2025133 & 134-DCWWA request for Hyde Park Water System Zones of Benefit Assessment

Dear Ms. Wager:

The Water and Wastewater Authority petitioned the Legislature to create a Zone of Assessment 29A and 29B (Dutchess Estates Water System). As described in the Resolution Request, DCWWA wants to establish Zone of Assessment (ZOA) 029A and 029B to provide water service to the Dutchess Estates community, replacing the water source for Dutchess Estates Water System, which is failing and contaminated. The request indicates this new ZOAs are part of a project that connects Hyde Park Regional and Quaker Hill Water Systems.

Please accept this letter as a formal comment and clarification to any action on this request. Please place this letter into the Public record for this Request.

ZOA requests require Map, Plan and Report, including boundaries, need, improvements, costs. and financing. The requests also require a finding of a benefit to the property to be served. The goals and intentions of these conditions provide guidance for the DCWWA's action.

In the Quaker Hill PFAS Violation Remedy Engineering Report attached to the submission to create ZOA 030, prepared by DCWWA engineers Tighe & Bond, the analysis and recommendations provide clear direction for the new water line and ZOA. Paragraph 2. Section 2 of the report describes the three potential routes and communities these will service. Route 2 begins at the North Storage Tank, runs through an easement owned by Crofton Mews, onto the Crofton Mews development and then out to Route 9G. Thereafter, the water main will run north on Route 9G ending off of Route 9G at the Quaker Hill water system. Along the way, the new main will be able to service 14 communities with questionable or failing water systems. The easement and Crofton Mews section, over 3,300 linear feet, is already installed with 12" pipe and can be put in service within weeks.

Paragraph 2.2.3 of the Tighe & Bond report indicates that Route B is the recommended Route. The Map and Plan indicate Route B travels through Crofton Mews but does not clearly indicate that Route B uses the water main running through Crofton Mews.

The report goes on to provide significant information regarding the alternatives and ultimately recommends that the alternative for a new water main following the Route B installation is recommended.

The report provides information on funding as well. The Authority has obtained an award for a grant of over $15 million for planning and construction of the proposed water main. The grant application provided information on the third route, which is over 10,000 linear feet longer than Route B, the route recommended by Tighe & Bond. It is not clear if the grant is based on the longer Route C, but the State EFC should be alerted to the savings it will have if the Authority pursues the recommendations of Tighe & Bond. There is no analysis of the cost savings and reduction of grant funding from the State if the new main follows Route B and utilizes the already existing water main installed for Crofton Mews. The cost savings by utilizing Route B should be passed on to the EFC so that they may allocate funds based on the cost savings using Route B.

The goal of the County and the Water Authority is to provide clean economical water service to the affected properties and relieve a significant water contamination and failing wells currently serving the target communities. This would be accomplished using the recommendations detailed by Tighe & Bond.

The Legislature should confirm that the recommendations contained in the Tighe & Bond report are followed by DCWWA to accomplish these goals.

Thank you for your consideration and attention to this matter.

Respectfully,
Elbow Creek, LLC

Louis Kaufman

COMMUNICATIONS RECEIVED FOR THE OCTOBER 2025 BOARD MEETING

Received from NYS Department of Taxation and Finance Office of Real Property Tax Services:

List of Certified 2025 State Equalization Rates:

Dated September 9, 2025, Town of Poughkeepsie

Dated October 7, 2025, Cities of Beacon and Poughkeepsie, Towns of Amenia, Beekman, Clinton, Dover, East Fishkill, Fishkill, Hyde Park, La Grange, Milan, Northeast, Pawling, Pine Plains, Pleasant Valley, Poughkeepsie, Red Hook, Rhinebeck, Stanford, Union Vale, Wappinger, and Washington

Received from County Water and Wastewater Authority, Year 2026 Tentative Assessment Levy: Dutchess County Water District and Part County Sewer Districts dated September 15, 2025.

Received from the Office of the Comptroller, Audit Report for the "Learn, Play, Create: Supporting Our Kids" Grant Program 2021-2025, dated September 2025.

Received from Orleans County, Resolution No. 408-925, Resolution in Support of Congressman Nick Langworthy's Energy Choice Act (H.R. 3699, S. 1945) and In Opposition to Government-Mandated Natural Gas Bans, dated September 24, 2025.

Received from Ontario County, Resolution No. 526-2025, Resolution Urging Improved Electrical Infrastructure for Residential and Economic Development in Ontario County, dated October 3, 2025.

Received from County Clerk:

September 2025 Mortgage Tax Detail Ledger

Summary of Mortgage Tax Received Apr 25 to Sep 25

September 2025 Mortgage Tax Report

September 2025 Foreclosure Statistics

Received from Budget Director, Contingency and Capital Reserve Account Status Memo dated October 9, 2025.

New York State Department of Taxation and Finance
Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York 12227

List of Certified 2025 State Equalization Rates

Ms. Leigh Wager , Clerk
Dutchess County Legislature
County Office Building
22 Market Street
Poughkeepsie, NY 12601

Subpart 8186-2 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York specifies that a certified statement setting forth the final State equalization rate for each municipality shall be filed with the clerk of the legislative body of the county.

Listed below are final State equalization rates for the 2025 assessment rolls which have been established to date for the municipalities in your county. If a final equalization rate for a municipality has been certified to you and subsequently rescinded this is also noted.

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full Valuation of Taxable Real Property
130000	County of Dutchess	84.39	08/12/2025	53,531,283,338
131300	City of Poughkeepsie	100.00	05/27/2025	
132000	Town of Amenia	100.00	05/20/2025	
132200	Town of Beekman	62.80	05/20/2025	
132400	Town of Clinton	100.00	05/20/2025	
132600	Town of Dover	32.00	05/20/2025	
133200	Town of Hyde Park	35.50	06/03/2025	
133400	Town of La Grange	63.07	05/20/2025	
133600	Town of Milan	100.00	06/10/2025	
133800	Town of Northeast	100.00	05/20/2025	
134000	Town of Pawling	29.61	05/20/2025	
134200	Town of Pine Plains	100.00	05/27/2025	
134400	Town of Pleasant Valley	61.70	05/20/2025	
134600	Town of Poughkeepsie	89.00	06/13/2025	
134800	Town of Red Hook	100.00	05/27/2025	
135000	Town of Rhinebeck	100.00	05/20/2025	
135200	Town of Stanford	100.00	05/27/2025	
135400	Town of Union Vale	63.85	05/27/2025	
135800	Town of Washington	67.55	05/20/2025	
139901	Dutchess County C.A.P. #1	100.00	06/13/2025	

New York State Department of Taxation and Finance
Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York 12227

List of Certified 2025 State Equalization Rates

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full Valuation of Taxable Real Property
139902	Dutchess County C.A.P. #2	100.00	06/13/2025	

* The final State equalization rate has been rescinded, the revised State equalization rate is shown.

Villages that have adopted the provisions of Section 1402-3 of the Real Property Tax Law and have ceased to be assessing units are not listed on this report. Section 1202 of the Real Property Tax Law specifies that the State equalization rate established by the State Office for the town or county assessment roll shall be deemed to be the State equalization rate established for these villages.

I hereby certify that the State Office of Real Property Tax Services has established the State equalization rates for the 2025 assessment roll shown on this document for the above municipalities.

Jason Ayotte
Real Property Analyst 3

Ms. Catherine Weisse, County Director
Dutchess County RPTS
RPTS Office
22 Market Street
Poughkeepsie, NY 12601

New York State Department of Taxation and Finance
Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York 12227

List of Certified 2025 Class Equalization Rates

Ms. Leigh Wager , Clerk
Dutchess County Legislature
County Office Building
22 Market Street
Poughkeepsie, NY 12601

Subpart 8166-2 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York specifies that a certified statement setting forth the final class equalization rates for each special assessing unit, and for each approved assessing unit which has adopted the Homestead provisions of Article 19 of the Real Property Tax Law, shall be filed with the clerk of the legislative body of the county.

Listed below are final class equalization rates for the 2025 assessment rolls which have been established to date for the municipalities in your county. Where a final class rate has been certified to you and subsequently rescinded this is also noted.

Approved Assessing Unit:	SWIS Code	Date Established
City of Poughkeepsie	131300	5/27/2025
Portions:	Homestead	NonHomestead
City of Poughkeepsie	100.00	100.00
Poughkeepsie School District	100.00	100.00

Approved Assessing Unit:	SWIS Code	Date Established
Town of Poughkeepsie	134600	9/9/2025
Portions:	Homestead	NonHomestead
Town of Poughkeepsie	89.00	89.00
Village of Wappingers Falls	89.00	89.00
Poughkeepsie TOV	89.00	89.00
Arlington School District	89.00	89.00
Spackenkill School District	89.00	89.00
Wappingers School District	89.00	89.00
Special District: CONSOLIDATED LIGHT DISTR	89.00	89.00

New York State Department of Taxation and Finance
Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York 12227

List of Certified 2025 Class Equalization Rates

Approved Assessing Unit: Town of Fishkill	SWIS Code 133000	Date Established 8/12/2025
Portions:	Homestead	NonHomestead
Town of Fishkill	100.00	100.00
Village of Fishkill	100.00	100.00
Fishkill TOV	100.00	100.00
Town of Wappinger	100.00	100.00
Wappinger TOV	100.00	100.00
Wappinger TOV	100.00	100.00
Beacon School District	100.00	100.00
Arlington School District	100.00	100.00
Wappingers School District	100.00	100.00

Approved Assessing Unit: Town of Beacon	SWIS Code 130200	Date Established 8/5/2025
Portions:	Homestead	NonHomestead
City of Beacon	100.00	100.00
Beacon School District	100.00	100.00

I hereby certify that the State Office of Real Property Tax Services has established the class equalization rates for the 2025 assessment roll shown on this document for the above municipalities.

Jason Ayotte
Real Property Analyst 3

Ms. Catherine Weisse, County Director
Dutchess County RPTS
RPTS Office
22 Market Street
Poughkeepsie, NY 12601

October 07, 2025

State of New York
Office of Real Property Tax Services
Building 8A - Special Rates Unit
WA Harriman State Campus
Albany, New York 12227

Certificate of County Equalization Rates
For 2025 Assessment Rolls for Municipalities in the
County of Dutchess

Ms. Leigh Wager , Clerk
Dutchess County Legislature
County Office Building
22 Market Street
Poughkeepsie, NY 12601

On October 07, 2025 the Commissioner established the county equalization rates listed below. These county equalization rates are to be used in the apportionment of the 2026 county tax levy pursuant to Title 2 of Article 8 of the Real Property Tax Law.

Municipal Code / Municipality			2025 County Equalization Rate
130200	City of	Beacon	100.00
131300	City of	Poughkeepsie	100.00
132000	Town of	Amenia	100.00
132200	Town of	Beekman	62.80
132400	Town of	Clinton	100.00
132600	Town of	Dover	32.00
132800	Town of	East Fishkill	100.00
133000	Town of	Fishkill	100.00
133200	Town of	Hyde Park	35.50
133400	Town of	La Grange	63.07
133600	Town of	Milan	100.00
133800	Town of	Northeast	100.00
134000	Town of	Pawling	29.61
134200	Town of	Pine Plains	100.00
134400	Town of	Pleasant Valley	61.70
134600	Town of	Poughkeepsie	89.00
134800	Town of	Red Hook	100.00
135000	Town of	Rhinebeck	100.00
135200	Town of	Stanford	100.00
135400	Town of	Union Vale	63.85
135600	Town of	Wappinger	100.00
135800	Town of	Washington	67.55

If you have any questions you may email orpts.ess.sprates@tax.ny.gov or phone (518) 474-5666.

CC: Ms. Catherine Weisse , County Director
Dutchess County RPTS Office
22 Market Street
Poughkeepsie NY 12601

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

1 LaGrange Avenue
Poughkeepsie, NY 12603
(845) 486-3601

Fax (845) 486-3656
dcwwa@dutchessny.gov
www.DCWWA.org

Authority Board Members

Thomas LeGrand
Chairperson

Rudy Vavra
Vice-Chairperson

Lawrence R. Knapp
Treasurer

Dale Borchert
Secretary

Jennifer Cannella

Ex-Officio Members

Eoin Wrafter
Commissioner
D.C. Dept. of Planning & Development

Brian Scoralick
Executive Director
D.C. Soil & Water Conservation District

Legislative Liaison

Faye Garito
County Legislature

Staff

Jonathan Churins
Executive Director

Jessica McMahon
Deputy Director
Treasurer

MEMORANDUM

To: Leigh Wager, Clerk of the Legislature
From: Jonathan Churins, Executive Director
Date: September 15, 2025
Re: Year 2026 Tentative Assessment Levy:
Dutchess County Water District and Part County Sewer Districts

Attached please find the Final Estimate of 2026 Debt Service Expenditures and Revenue Needs, and the Tentative Assessment Rolls for Zones of Assessment A, B, C, D, I, J, K, L, R and X in the County Water District, and for Part County Sewer Districts 1, 2, 7, 8 and 10.

xc: w/out Assessment Rolls:
Carolyn E. Blackburn, County Attorney
Heidi Seelbach, Commissioner of Finance
Jessica White, Budget Director

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONES OF ASSESSMENT A and B
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zones A and B (Hyde Park Water System) in the Towns of Hyde Park and Rhinebeck.

EXPENSES:

Principal and Interest	$	1,534,311.73		
Repayment of Net County Service Fee	$	-		
Repay Chargeback	$	-		
Administrative Expenses:				
Trustee Fees	$	4,754.80		
DCWWA Admin. Fees	$	40,255.96		
TOTAL EXPENSES FOR ZONES A and B			**$**	**1,579,322.49**

REVENUES:

Zone A Benefit Assessment Levy	$	920,225.41		
Zone B Benefit Assessment Levy	$	659,097.08		
Total Zones A & B Levy	$	1,579,322.49		
TOTAL REVENUES FROM ZONES A & B			**$**	**1,579,322.49**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT C
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone C (Staatsburg Water System) in the Towns of Hyde Park and Rhinebeck.

EXPENSES:

Principal and Interest	$	391,802.53	
Administrative Expenses:			
Trustee Fees:	$	3,036.17	
DCWWA Admin. Fees	$	19,705.18	
TOTAL EXPENSES FOR ZONE C			**$ 414,543.89**

REVENUES

Benefit Assessment Levy - Hyde Park	$	365,449.36	
Benefit Assessment Levy - Rhinebeck	$	49,094.53	
Total Zone C Levy	$	414,543.89	
TOTAL REVENUES FROM ZONE C			**$ 414,543.89**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT D
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone D in the Town of Hyde Park.

EXPENSES:

Principal and Interest	311,056.48	
Administrative Expenses:		
Trustee Fees:	2,190.70	
DCWWA Admin. Fees	8,075.54	
TOTAL EXPENSES FOR ZONE D		**321,322.72**

REVENUES

Zone D Assessment Levy	321,322.72	
TOTAL REVENUES FROM ZONE D		**321,322.72**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT I
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone I (Jeffery Groves Water System) in the Town of Hyde Park.

EXPENSES

Principal and Interest	21,917.55	
Administrative Expenses:		
Trustee Fees:	169.84	
DCWWA Admin. Fees	560.47	
TOTAL EXPENSES FOR ZONE I		**22,647.87**

REVENUES

Zone I Assessment Levy	22,647.87	
TOTAL REVENUES FROM ZONE I		**22,647.87**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT J
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone J (Shore Haven Water System) in the Town of Pawling.

EXPENSES

Principal and Interest	171,006.82	
Administrative Expenses:		
Trustee Fees:	1,925.00	
DCWWA Admin. Fees	4,396.17	
TOTAL EXPENSES FOR ZONE J		**177,327.99**

REVENUES

Zone J Assessment Levy	177,327.99	
TOTAL REVENUES FROM ZONE J		**177,327.99**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT K
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone K (Birch Hill Water System) in the Town of Beekman.

EXPENSES

Principal and Interest	70,999.04	
Administrative Expenses:		
Trustee Fees:	678.57	
DCWWA Admin. Fees	1,821.04	
TOTAL EXPENSES FOR ZONE K		**73,498.65**

REVENUES

Zone K Assessment Levy	73,498.65	
TOTAL REVENUES FROM ZONE K		**73,498.65**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT L
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone L in the Town of Hyde Park.

EXPENSES:

Principal and Interest	71,016.12	
Administrative Expenses:		
Trustee Fees:	521.08	
DCWWA Admin. Fees	1,896.22	
TOTAL EXPENSES FOR ZONE L		**73,433.42**

REVENUES

Zone L Assessment Levy	73,433.42	
TOTAL REVENUES FROM ZONE L		**73,433.42**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT R
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone R (Pinebrook Water System) in the Town of Hyde Park.

EXPENSES

Principal and Interest	$	74,276.05	
Administrative Expenses:			
Trustee Fees:	$	73.84	
DCWWA Admin. Fees	$	1,920.43	
TOTAL EXPENSES FOR ZONE R			**$ 76,270.32**

REVENUES

Zone R Assessment Levy	$	76,270.32	
TOTAL REVENUES FROM ZONE R			**$ 76,270.32**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT X
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone X (Tivoli Water System) in the Village of Tivoli and the Town of Red Hook.

EXPENSES

Principal and Interest	125,842.55	
Administrative Expenses:		
Trustee Fees:	0.00	
DCWWA Admin. Fees	3,175.81	
TOTAL EXPENSES FOR ZONE X		**129,018.36**

REVENUES

Benefit Assessment Levy V. Tivoli	125,575.32	
Benefit Assessment Levy T. Red Hook	3,443.04	
TOTAL REVENUES FROM ZONE X		**129,018.36**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #1

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #1 (Chelsea Cove Sewer System) in the Town of Beekman.

EXPENSES:

Principal and Interest	$	231,702.36	
Administrative Expenses:			
Trustee Fees:	$	1,500.00	
DCWWA Admin. Fees	$	5,940.43	
TOTAL EXPENSES FOR SEWER DISTRICT #1			**$ 239,142.79**

REVENUES

Zone A Benefit Assessment Levy	$	239,137.81	
Zone B Benefit Assessment Levy	$	4.98	
Total District #1 Assessment Levy	$	239,142.79	
TOTAL REVENUES FROM SEWER DISTRICT #1			**$ 239,142.79**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #2

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #2 (Valley Dale Sewer System) in the Town of Pleasant Valley.

EXPENSES:

Principal and Interest	$	87,816.35		
Administrative Expenses:				
Trustee Fees:	$	-		
DCWWA Admin. Fees	$	2,235.67		
TOTAL EXPENSES FOR SEWER DISTRICT #2			**$**	**90,052.02**

REVENUES

District #2 Benefit Assessment Levy	$	90,052.02		
TOTAL REVENUES FROM SEWER DISTRICT #2			**$**	**90,052.02**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #7

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #7 (Pinebrook Sewer System) in the Town of Hyde Park.

EXPENSES:

Principal and Interest	$	76,847.54	
Administrative Expenses:			
Trustee Fees:	$	-	
DCWWA Admin. Fees	$	1,953.58	
TOTAL EXPENSES FOR SEWER DISTRICT #7			**$ 78,801.12**

REVENUES

District #7 Benefit Assessment Levy	$	78,801.12	
TOTAL REVENUES FROM SEWER DISTRICT #7			**$ 78,801.12**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #8

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #8 (Greenfields Sewer System) in the Town of Hyde Park.

EXPENSES:

Principal and Interest	$	171,852.77	
Administrative Expenses:			
Trustee Fees:	$	4,500.00	
DCWWA Admin. Fees	$	4,495.05	
TOTAL EXPENSES FOR SEWER DISTRICT #8			**$ 180,847.82**

REVENUES

Zone A Benefit Assessment Levy	$	179,039.02
Zone B Benefit Assessment Levy	$	1,808.80
Total District #8 Assessment Levy	$	180,847.82

TOTAL REVENUES FROM SEWER DISTRICT #8 **$ 180,847.82**

ESTIMATE OF 2026 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #10

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #10 (Vanderburgh Cove Sewer System) in the Towns of Hyde Park and Rhinebeck.

EXPENSES:

Principal and Interest	$	16,660.00	
Administrative Expenses:			
Trustee Fees:	$	-	
DCWWA Admin. Fees	$	422.00	
TOTAL EXPENSES FOR SEWER DISTRICT #10			**$ 17,082.00**

REVENUES

Benefit Assessment Levy - Hyde Park	$	5,694.00	
Benefit Assessment Levy - Rhinebeck	$	11,388.00	
Total District #10 Assessment Levy	$	17,082.00	
TOTAL REVENUES FROM SEWER DISTRICT #10			**$ 17,082.00**

CERTIFICATION

The undersigned, Executive Director of the Dutchess County Water and Wastewater Authority, hereby certifies that the foregoing estimates of the 2024 Debt Service Expenditures for Zones of Assessment A, B, C, D, I, J, K, L, R and X in the Dutchess County Water District, and Part County Sewer Districts #1, #2, #7, #8, and #10 accurately state the debt service and other expense requirements and projected revenues required to satisfy those requirements in the service areas covered by said Zones and said Part-County Districts.

Dated: Poughkeepsie, NY
September 15, 2025

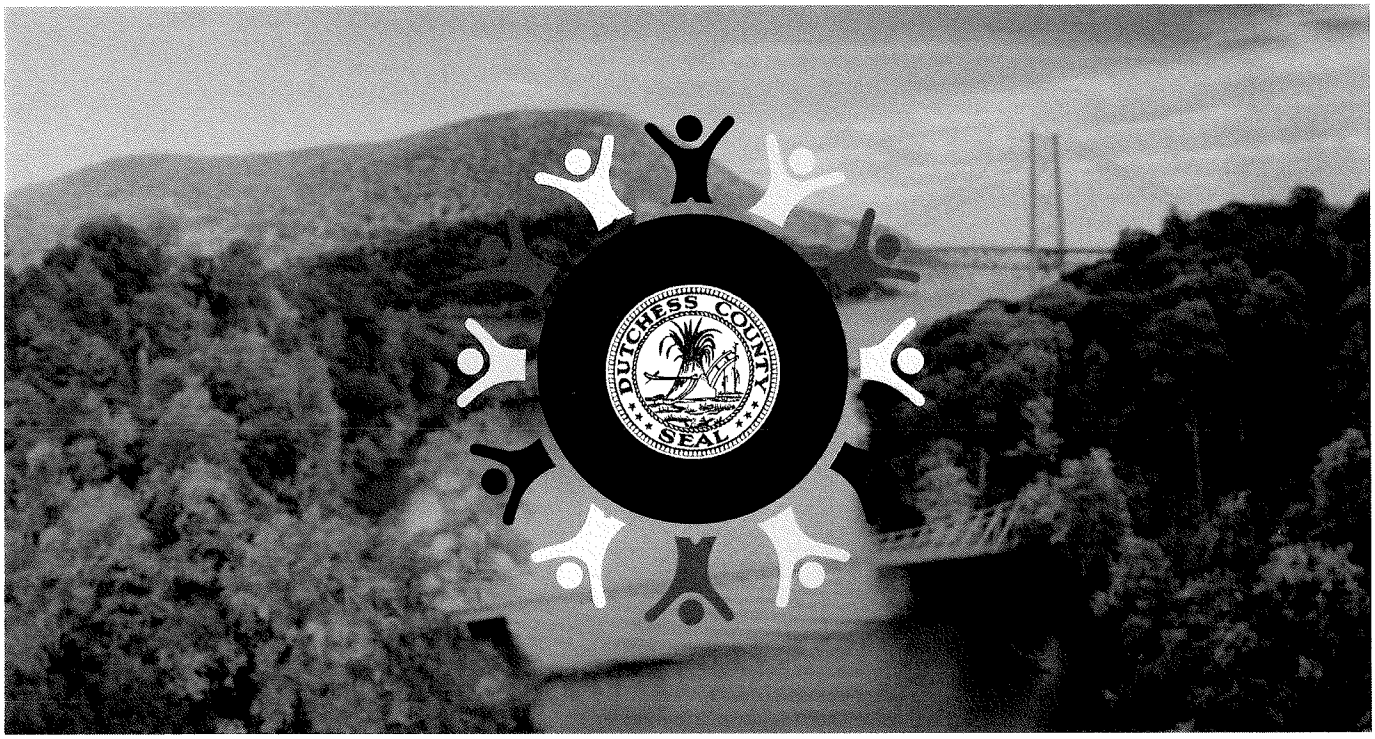
Jonathan Churins

Jonathan Churins, Executive Director
Dutchess Couny Water & Wastewater Authority

AUDIT REPORT

"LEARN, PLAY, CREATE: SUPPORTING OUR KIDS"

GRANT PROGRAM 2021-2025



SEPTEMBER 2025

OFFICE OF THE

DUTCHESS COUNTY COMPTROLLER

DAN AYMAR-BLAIR, COMPTROLLER

Dan Aymar-Blair
Comptroller

OFFICE OF THE COMPTROLLER
DUTCHESS COUNTY
22 MARKET STREET
POUGHKEEPSIE, NY 12601
(845) 486-2050
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Brian D. Kelly
Deputy Comptroller

Heli Shah
Director of Audit

Dear County Officials and Taxpayers,

The Dutchess County Comptroller's Office has completed its audit report of the "Learn, Play, Create: Supporting Our Kids," (LPC) grant initiative that was originally established using the County's COVID-19 relief funding. These monies were used to address the negative economic impact of the COVID-19 public health emergency on youth-serving agencies.

An initial **$3 million** in American Rescue Plan (ARP) funds were allocated by the Legislature to local non-profit organizations. The LPC grant program was overseen and administered by the Dutchess County Department of Planning & Development, with final approval for all grant awards made by the County Executive. These awards were one-time advance payment grants—not a typical practice for governments—in amounts up to **$50,000** for libraries and up to **$20,000** for arts and athletic organizations.

The 2021 LPC awards were fully supported through federal ARP funds, of which **$2,975,288** went to 145 organizations. This work was implemented with an urgency to keep non-profit partners afloat through the pandemic during a time when the Department of Planning & Development was already implementing multiple micro-grant programs.

Due to the popularity of the LPC program, it continued in 2022 with an additional **$1,175,000** in non-COVID-19 relief funding as a means of fulfilling the grant initiative. Total LPC payments in 2022 amounted to **$1,148,435**.

Our Office found inconsistencies in application guidance and instructions, which were updated five times. We also found that 100% of the sampled projects had contracts executed after the contract term began, and we continue to recommend that the County Attorney's Office and the Department of Planning & Development work in partnership to ensure timely execution of contracts. In addition, effort should be made to ensure all published internal and external documents have clear and concise language to avoid misinterpretation.

Our Office also found that several LPC projects are not yet fully reconciled and closed out, despite awardees having submitted their final receipts and invoices. This lapse can potentially create discrepancies and lead to recoupment of unused or incorrect grant monies. The Department of Planning & Development has taken corrective action to help facilitate the timeliness of closing out remaining LPC projects by adding a dedicated part-time staff member.

While an advance-payment grant program is unlikely to occur again, many of the report's findings and recommendations speak to the operational challenges that arise when government pays for goods and services before they are delivered.

We thank the Department of Planning & Development for their cooperation and assistance in accommodating our requests during the audit process.

Respectfully submitted,

Dan Aymar-Blair
Dutchess County Comptroller

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I. Background

The "Learn, Play, Create: Supporting Our Kids," grant initiative was originally established with Dutchess County's COVID-19 relief funding called "Dutchess Invests" by former County Executive Marcus Molinaro to address the negative economic impact of the COVID-19 public health emergency on youth-serving agencies[1]. Resolution No. 2021089 initially allocated **$3 million** in American Rescue Plan (ARP) funds to local non-profit organizations. The program was overseen and administered by the Dutchess County Department of Planning & Development, with final approval for all grant awards from the County Executive. The one-time advance payment grants were available in awards up to **$50,000** for libraries and up to **$20,000** for arts and athletic organizations. Due to the program's popularity, the grant initiative continued in 2022, with an additional **$1 million** of tax levy funding (not COVID-19 funding) allocated in the Adopted 2022 Dutchess County Budget for those agencies that were not awarded money in the prior year. Resolution No. 2022177 amended the 2022 County Budget by providing an additional **$175,000** to fulfill the grant initiative.

Dutchess County granted a total of 219 awards, amounting to **$4,178,923**, for the audit period 1/1/2021 through 12/31/2022. A total of 6 organizations subsequently returned either their full or partial award amount - totaling **$55,200** - prior to the execution of a contract. The total LPC payments disbursed were **$4,123,723**. A detailed summary of the LPC grants originally awarded for each year is shown in **Exhibit I**.

Year	Original Awarded Amount	Returned Awards*	Total LPC Payments
2021	$2,997,288	$(22,000)	$2,975,288
2022	$1,181,635	$(33,200)	$1,148,435
Total	**$4,178,923**	$(55,200)	**$4,123,723**

*No contracts established.

II. Objective & Scope

This audit covered a review of the Learn, Play, Create grant awards from January 1, 2021, to March 31, 2025. The primary objectives were to:

- Identify and report all LPC awards issued during the audit period.
- Determine whether sampled awardees met all eligibility requirements.
- Verify if the sampled awardees adhered to the processes and procedures as outlined in all LPC application instruction and guidance documents, as well as contractual terms including outcomes and deliverables.
- Determine whether all awarded projects were reconciled upon completion and if any unused funds were recaptured.

[1] 2022 Dutchess County Adopted Budget Document

III. Methodology & Criteria

The audit encompassed the following:

- Review of all versions of LPC application instruction and guidance documents issued during the period of the grant initiative.
- Analyze an adequate sample of awarded grant recipient files during the period the LPC grant program was in place, including initial application, expenses incurred, and all required supporting documentation.
- Sample and review awarded County contracts to ensure adherence of all terms and provisions, as well as assessing timely execution.
- Verify all LPC payments and returned funds correspond to the amounts recorded in the Dutchess County Financial Management System.

IV. Program Overview

The Learn, Play, Create request for applications was opened by the Department of Planning & Development in June 2021. Interested organizations were provided with program guidance and application instructions along with examples of eligible expenses and possible uses of funding. However, over time, guidance and instructions evolved. Applicants submitted their application electronically through the Dutchess County Grant Portal.

A total of 269 applications were received during the period of the LPC grant. Two organizations voluntarily withdrew their applications post-submission, and 48 applications were declined due to not meeting eligibility requirements. Of the 219 projects awarded, two projects in 2021 were initially declined by the Department of Planning & Development, but were ultimately recommended and approved under the direction of the County Executive. These two projects were initially not considered for funding, as their infrastructure/construction-type projects were not deemed eligible at the time. After the Application Instructions and Guidance were updated on August 5, 2021, permitting infrastructure/construction-type projects, the former County Executive approved the two projects. A summary of the number of applications received and awarded projects by year is shown below.

	Program Review by Year		
	2021	2022	Total
Total Applications Received*	159	110	269
Total Application Withdrawals Post-Submission**	(1)	(1)	(2)
Total Declinations	(11)	(37)	(48)
*Note: Beekman Soccer Club (2021) and Pawling Free Library (2021) were initially declined by the Dept. of Planning, but later approved by the County Execuitve.			
**Note: Cornell University (2021) and Beulah Baptist Church (2022) withdrew their applications after submission.			

IV. Program Overview, CONT.

After an application was received and uploaded into the Dutchess County Grant Portal, the Department of Planning & Development transferred all relevant information to an evaluation checklist. All organizations and their requests were researched and any follow-up questions regarding the application were asked before a final funding recommendation was made. All approvals and declinations were sent via e-mail.

Government will typically issue payment to a vendor or organization after specific goods are received, or services are rendered. This ensures fiscal responsibility and reduces the risk of not adhering to contractual terms. In some instances, advance payments are permitted, such as petty cash or public utilities.



Once approved, the awardee reviewed and signed a Processes & Procedures document, and the Department of Planning & Development initiated the contract process. Upon a fully executed contract, a one-time advance payment was issued to the awardee. Organizations were expected to use the awarded funds within 12 months after execution of the contract, but extensions were granted if warranted. Invoices and receipts were required to be obtained for all expenses, and the awardee was to submit them to the Department of Planning & Development within 2 months of expenditure for reconciliation purposes. Organizations were required to return any unused/outstanding grant funds through a check payable to Dutchess County. A closeout e-mail was then sent to the organization indicating that the award was fully reconciled.

During this audit, our Office selected a sample of 27 awarded projects, or 18% of the 147 total awarded projects in 2021. The sample included all categories of youth-serving organizations that were awarded various dollar amounts. Similarly, we requested an initial sample of 18 awarded projects, or 25% of the 72 total awarded projects in 2022. After it was determined that half of the projects requested from the initial sample for 2022 were still unreconciled and not closed out, our Office requested an additional 4 awarded projects. Therefore, the final 2022 sample examined by our Office was a total of 22 awarded projects, 13 of which were reconciled and closed out by the Department of Planning & Development.

Program details and analysis by year are provided in **sections VI. and VII.** of this report.

V. Summary of Findings & Recommendations

FINDINGS

- 100% of the sampled projects had contracts executed after the contract term started.
- Inconsistent language directives regarding the submission of invoices and receipts, budget adjustments, and the photo requirements varied across updated versions of grant application guidance and contracts.
- 39% of the 49 sampled awards took more than 1 year to reconcile all submitted expenses and be closed out by the Department of Planning & Development. This represented the time between the awardee's contract end date and the final closeout email date sent by the Department of Planning & Development.
- 2 sampled projects that were reconciled/closed by the Department of Planning & Development included a total of $1,278 in expenses which did not adhere to either contractual terms or LPC Guidance.

RECOMMENDATIONS

- The County Attorney's Office and the Department of Planning & Development should commit to work with all grant awardees to ensure timely execution of all contracts. The Department of Planning & Development has informed our Office that they have begun to address timely contract execution by modifying the timelines for the administration of several of its grant programs, adding more time between notification of award and contract start date. This will help ensure that contracts are executed prior to the start date of the contract term.
- Language directives should be uniform and consistent in all published internal and external documents, including application guidance and instructions, and contracts.
- All LPC awards should be reconciled in a timely manner in the effort to resolve potential discrepancies and facilitate the recapture of unused grant monies if necessary. There is currently a dedicated part-time staff member who is working on closing/reconciling all remaining open projects, as per the Department of Planning & Development.
- All LPC funds should be recaptured by the Department of Planning & Development for any amount that did not adhere to contractual terms or all LPC Guidance instructions.

VI. Program Review by Year: 2021

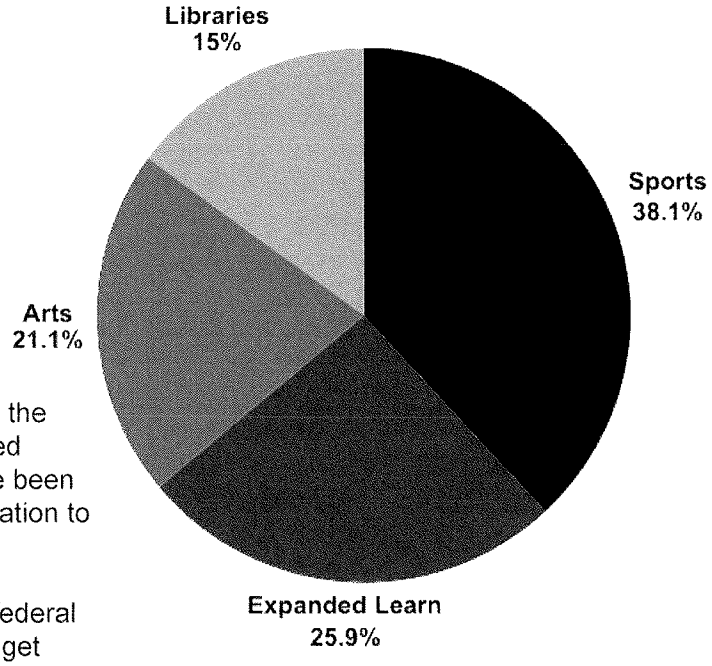
On June 30, 2021, the LPC application and initial program guidance was opened and provided to interested organizations. The application period was on a rolling first-come, first-served basis, based on eligibility. Organizations serving youth in the areas of expanded learning, sports, or arts enrichment could receive as much as **$20,000** and libraries were eligible for amounts up to **$50,000**.

School districts and private/religious schools, including school-affiliated clubs and/or programs, municipalities, as well as municipal funded/sponsored departments or clubs were considered ineligible for any LPC awards as they were eligible to receive direct Federal American Rescue Plan (ARP) funds.

All awardees attested to spend their funding within 12 months upon contract execution by signing a Processes & Procedures document. In addition, the awardees acknowledged that failure to provide adequate invoices or receipts of purchases would result in a recapture of funds by Dutchess County.

A total of 159 applications were submitted for consideration. One applicant withdrew their application following submission and therefore was removed from funding consideration. 147 organizations received awards totaling **$2,997,288**. Subsequent to the award announcements, 2 organizations returned their fully awarded amounts, and 1 organization returned a portion of their awarded amount totaling **$22,000**. Therefore, 2021 LPC payments to 145 organizations totaled **$2,975,288**.

2021	
Focus Area	**No. of Awards**
Sports	56
Expanded Learn	38
Arts	31
Libraries	22
Total	**147**



As of the conclusion of our field work, 138 projects from the 2021 awards have been reconciled. There are 7 awarded projects that remain unreconciled/open, 3 of which have been sent to the Dutchess County Department of Law for litigation to recapture funds.

As the 2021 LPC awards were fully supported through federal ARP funds, it was decided by the Dutchess County Budget Office that any recaptured monies from 2021 grant awardees would be re-allocated to 2022 awarded projects, thus reducing the County's budget impact. As of March 2025, a total of **$67,212.32** in returned monies have been re-allocated to 2022 County funded LPC projects. A detailed listing of the 2021 recaptured monies re-assigned to 2022 County funded LPC projects is shown below.

VI. Program Review by Year: 2021, CONT.

2021 LPC Funds Returned by Awardee (as of March 2025)			2022 LPC Projects that Received Returned ARPA Monies from 2021 Projects (as of March 2025)	
$(12,000)	Community Children's Theater of Dutchess County	→	$12,000	Various 2022 (Round 2) LPC Projects
$(36.97)	Sports Museum of DC			
$(5,000)	Red Hook Soccer Club, Inc.			
$(1,923.47)	Town of Poughkeepsie Little League	→	$11,218.97	Arlington Lacrosse Developmental Club, Inc.
$(4,158)	Lagrange Youth Baseball			
$(100.53)	Family Services			
$(20,000)	Independent Order of Oddfellows	→	$20,000	Mount Gulian Society
$(12,000)	Stringendo	→	$12,000	Friends of Peach Hill
$(1,153.69)	DCH Sports, Inc.			
$(11.17)	Poughkeepsie Youth Football & Cheer (C/Pok Pop Warner)			
$(2,466.71)	Amenia Free Library			
$(752.58)	DCH Sports, Inc.	→	$5,610.65	Arlington Lacrosse Developmental Club, Inc.
$(231.29)	My Birthday Books			
$(64.76)	Fresh Air Fund			
$(863.54)	Rhinebeck Performing Arts			
$(66.91)	Yusuf House of the Hudson Valley (Omega Alston)			
$(3,221.44)	Northeast Community Center			
$(3,142.26)	City of POK Youth Baseball Softball League	→	$6,382.70	Church Street Community, Ltd.
$(19.00)	The Love Quest Foundation			
$(67,212.32)			**$67,212.32**	

27 awarded projects (or 18% of the total awards for 2021) were requested for sampling. Upon review of submitted documents, it was noted 3 projects from within the sample were still unreconciled and not closed out.

OBSERVATIONS FROM 2021 SELECTED SAMPLE

- 30% of the 27 LPC sampled payments took more than 1 year to reconcile (the time between the awardee's contract end date and the closeout e-mail date sent by the Department of Planning & Development).
- Two currently unreconciled projects from 2021 that received a combined total of **$40,000** in LPC award funding (a grant program administered by the Department of Planning & Development) recently obtained a combined total of **$60,000** in YOU Drop-In Center grant funding awards in May 2025 (a grant program administered by the Department of Youth Services).

VI. Program Review by Year: 2021, CONT.

FINDINGS FROM 2021 SELECTED SAMPLE

- Photos were not provided or available for 1 of the 27 reconciled projects sampled. However, photos of youth using the items purchased and/or event/program in action are required to be submitted as per all versions of the LPC Guidance & Instructions, the Processes & Procedures document signed by the awardee, and the Deliverables section outlined within the Contract's Scope of Services. The Department of Planning & Development informed our Office that as the program evolved, it was decided photo submission was no longer a requirement.
- Inconsistent contract language was evident regarding obtaining budget adjustment approval prior to the expenditure of funds which would result in non-reimbursement. Our Office observed several sampled projects who requested budget adjustments after some expenditures were already made. In addition, budget adjustments were also initiated at the request of the Department of Planning & Development prior to closing out the project in order to align all project spend categories to actuals.
- It was undetermined by our Office whether 100% of the sampled projects uploaded their receipts/invoices within two months of expenditure. Awardees were required to submit receipts/invoices initially through the grant portal. Directions were later changed to allow awardees to submit their receipts/invoices via e-mail attachment or cloud link. In addition, it was noted that program guidance was periodically updated and contained different deadlines for receipt/invoice submission making it difficult to ascertain compliance.
- One project sampled had a legal name for the entity listed on the contract and advance payment that was different from the name listed on the insurance certificates. The County Attorney's Office indicated to the Department of Planning & Development via email that a contract amendment would need to be submitted once the awardee's legal documentation with the correct entity name change was finalized. The Department of Planning & Development indicated to our Office that the awardee never provided documentation, and a contract amendment was never initiated.
- One sampled organization submitted and was reimbursed for an invoice where a portion totaling **$1,199** was for services dated after the contract end term of their award.
- One sampled organization submitted and was reimbursed for an invoice containing **$79.17** in sales tax, and County government should not reimburse for any sales-tax incurred by a tax-exempt organization.

VI. Program Review by Year: 2021, CONT.

RECOMMENDATIONS FROM 2021 SELECTED SAMPLE

- All documentation, including Guidance/Instruction documents, as well Processes & Procedures should have been updated to reflect that photos were encouraged but not required.
- Contract language regarding obtaining budget adjustment approval should have been rewritten to reflect that all LPC awards were advance payments, with concise language, making evident to grant awardees the expectation to submit a budget adjustment prior to expenditure.
- All dates of invoice/receipt submission by the awardee to the County (regardless of whether through grant portal or email) should be clearly recorded and documented during reconciliation of grant funds to ensure adherence to LPC Guidelines 2-month deadline.
- All required documentation provided by awardees should have the same legal entity name listed prior to initiation of contract and disbursement of grant payment.
- Per the LPC Guidance, monies outside the scope of the awardee's contract term should be either recaptured or the awardee should file a contract extension request if goods/services cannot be fulfilled within original contractual term dates. The Department of Planning & Development informed our Office that there was an internal miscommunication, and a contract extension request should have been processed for one sampled organization.
- As per LPC Guidance documentation, sales tax was not to be reimbursed by the grantor, and any sales tax should be excluded from the total expenses incurred by the organization. The awardee should return the sales tax amount to the County.

VII. Program Review by Year: 2022

Due to the overwhelming response and need from local youth-serving organizations, the LPC program was continued with two application rounds in 2022, with award amounts ranging from **$2,500** up to **$20,000**. In addition to the ineligibility instructions for LPC grant consideration in 2021, groups who previously received LPC grant money in the prior year were not eligible to re-apply.

In 2022, contract terms were specific to the round of award, with extensions provided if warranted:

- Round 1 Awards: Contract Term 7/1/2022–6/30/2023
- Round 2 Awards: Contract Term 12/1/2022–11/30/2023

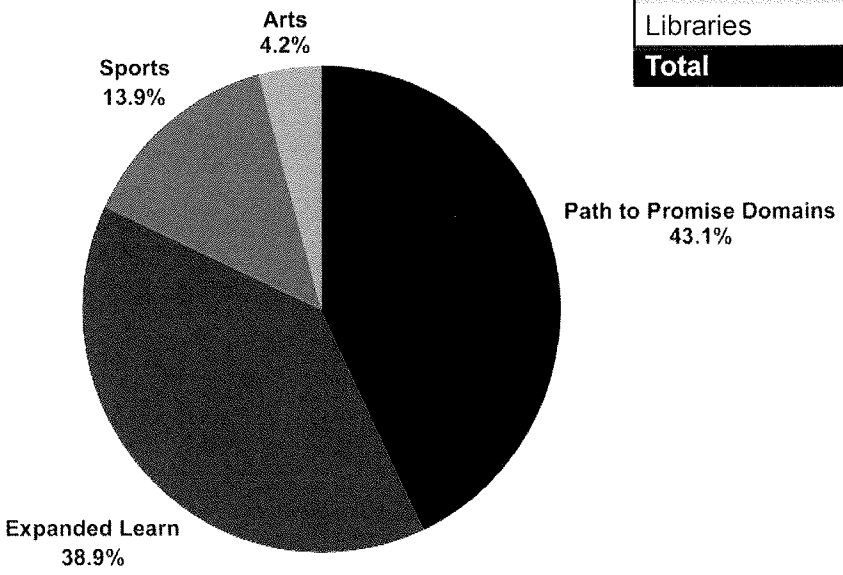
It should be noted that any organization who applied for LPC grant funding during Round 2 had to ensure that their mission aligned with at least one of the six Path to Promise Domains[2] created by Dutchess County to be considered for funding. The six domains are: Family/Social Relationships, Learning, Material Basics, Physical Health, Mental Health, and Safety. This was not a prerequisite for granting awards during Round 1 of 2022 or the previous year.

[2] Path to Promise

VII. Program Review by Year: 2022, CONT.

A total of 110 applications were received with one organization voluntarily withdrawing their application post-submission. 72 organizations received awards totaling **$1,181,635**. Subsequent to the award announcements, 3 organizations returned their full awarded amounts totaling **$33,200**. Therefore, total 2022 LPC payments to 69 organizations totaled **$1,148,435**.

2022	
Focus Area	**No. of Awards**
Path to Promise Domains	31
Expanded Learn	28
Sports	10
Arts	3
Libraries	0
Total	**72**



At the conclusion of field work, 41 projects that received awards in 2022 have been reconciled. As of March 2025, a total of **$12,846.46** in unused funds has been returned to Dutchess County. There are 28 awarded projects that remain unreconciled and not closed out.

A total of 18 awarded projects (or 25% of the total awards for 2022) were initially requested for sampling. Upon receipt of the documents, it was noted 9 projects from within the initial sample were still unreconciled and not closed out. Consequently, our Office requested an additional 4 reconciled projects to be examined for our sample. The final 2022 sample examined by our Office was a total of 22 awarded projects, 13 of which were reconciled and closed out by the Department of Planning & Development.

OBSERVATIONS FROM 2022 SELECTED SAMPLE

- 23% of the 22 LPC sampled payments took more than 1 year to reconcile (the time between the awardee's contract end date and the closeout email date sent by the Department of Planning & Development).

VII. Program Review by Year: 2022, CONT.

FINDINGS FROM 2022 SELECTED SAMPLE

- Photos were not provided or available for 5 of the 13 reconciled projects sampled. However, photos of youth using the items purchased and/or event/program in action are required to be submitted as per all versions of the LPC Guidance & Instructions, the Processes & Procedures document signed by the awardee, and the Deliverables section outlined within the Contract's Scope of Services. The Department informed our Office that as the program evolved, it was decided photo submission was no longer a requirement.
- It was undetermined by our Office whether 100% of the sampled projects uploaded their invoices/receipts within two months of expenditure. Awardees were required to submit receipts/invoices initially through the grant portal. Directions were later changed to allow awardees to submit their receipts/invoices via e-mail attachment or cloud link. In addition, it was noted that program guidance was periodically updated and contained different timelines for receipt/invoice submission making it difficult to ascertain compliance.
- One sampled project contained a photo of grant-purchased items which did not correlate to the purpose of the funds as per the title of the original grant application and contract. The funding was to be used to acquire tables, chairs and tents for two new outdoor classrooms; however, the photo provided depicted youth indoors and there was no evidence of a tent being utilized.
- One sampled project submitted invoices for equipment totaling **$15,987.88** which were purchased after their original contractual end date. A contract extension request was completed by the awardee over a year after the end of the original contract term as the project was being reconciled and closed out by the Department of Planning & Development.
- One sampled project indicated their grant monies would be used to purchase bike and water safety equipment and supplies serving Dutchess County youth. It was not evident from the supporting documentation provided by the awardee that Dutchess County youth exclusively benefited from such purchased equipment.

RECOMMENDATIONS FROM 2022 SELECTED SAMPLE

- All documentation, including Guidance/Instruction documents, as well as Processes & Procedures should have been updated to reflect that photos were encouraged but not required.
- All dates of invoice/receipt submission by the awardee to the County (regardless of whether through grant portal or e-mail) should be clearly recorded and documented during reconciliation of grant funds to ensure adherence to LPC Guidelines.
- All awarded funds should be used towards purchases of items as stipulated in the awardee's original grant application and contract.
- All contractual terms of the agreement should be followed by both the County and the awardee. Timely reconciliation of expenses would determine if further action should be taken in terms of recoupment of funds or a contract extension.
- Additional supporting documentation should be made available to the County by the awardee if needed to demonstrate that funds were utilized for the intended purpose and audience.

VIII. Application Instructions & Guidance

Throughout the duration of the LPC program, there were numerous versions of Application Instructions & Guidance which were made available to interested applicants. Details of the various versions and their changes can be found in the chart below:

Versions of LPC Application Instructions & Guidance		
2021	**Date Published**	**Description**
Version 1	6/30/2021	Original document discussing the LPC program overview, funding information, eligibility requirements, and instructions for applicant to create an account on the Dutchess County Grant portal.
Version 2	7/13/2021	Funding categories were expanded to include "expanded learn organization;" Frequently Asked Questions (FAQs) were added; municipal funded/sponsored departments or clubs were made ineligible to apply.
Version 3	7/22/2021	Two additional FAQs were added, clarifying that fundraising costs, construction-related or infrastructure-related projects are not eligible for funding.
Version 4	8/5/2021	Two FAQs were removed, now making it eligible to use funding for the purchase of a van/vehicle used to transport youth, and allowing construction-related or infrastructure-related projects.
2022	**Date Published**	**Description**
Version 1	2/1/2022	Discussed the 2022 LPC program overview, with funding no longer applicable to libraries or those organizations that already received awards in 2021; Included a timeline of due dates and award announcements, as well as examples of eligible and ineligible funding awards; Eligible expenses now must be purchased within the term of the agreement.
Version 2	7/6/2022	The County's Path to Promise framework is mentioned for the first time as being a requirement for an organization's mission to align with the domains for eligibility purposes; additional examples of possible uses for funding as well as examples of ineligible uses are provided; states invoices for expenses now must be received within two months of receipt of purchase (all prior versions indicated within two months of expenditure). In addition, invoices/receipts now must be e-mailed vs. uploaded into the grant portal.

It should be noted that while the 2021 Version 3 Guidance stated that construction-related or infrastructure-related projects were not eligible for funding, this contradicted a stated example of possible funding awards in previous versions, which listed "building a concession facility to enhance event experience."

In addition, the 2022 Version 2 Guidance was the first time it was stipulated that all invoices/receipts must be received within two months of receipt of purchase. In all prior editions of LPC application instructions, it was stated that all invoices/receipts must be received within two months of expenditure. The Department of Planning & Development also instructed all applicants to send photos and all invoices/receipts to a specific LPC e-mail address, whereas applicants were previously uploading these documents into the grant portal.

IX. Department Response

SUE SERINO
COUNTY EXECUTIVE

EOIN WRAFTER, AICP
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PLANNING & DEVELOPMENT

September 24, 2025

Dan Aymar-Blair, Comptroller
22 Market St, 4th Floor
Poughkeepsie, NY 12601

RE: Learn, Play, Create Grant Program Audit Report

Dear Comptroller Aymar-Blair:

Thank you for the opportunity to provide comments on the Learn, Play, Create Grant Program Audit Report. The Learn, Play, Create grant was a one-time, unique program developed to address the negative economic impact of the COVID-19 public health emergency on youth-serving organizations. As a result, the program applied specific criteria and parameters not typically used for other grant programs administered by our department. As such, a decision was made to provide advance payments to assist many of the smaller non-profit and volunteer-led organizations that received funding. These organizations often operate with much smaller budgets.

It is accurate that governments typically issue payment to vendors and service providers on a reimbursement basis. However, a Legislative resolution is not a precondition to a contemporaneous or advance payment made pursuant to a contract. Consistent with opinions of the NYS Comptroller, when considering not for profit corporations may not have the working capital to avoid the problems caused by a delayed reimbursement, payments may be made by a municipality other than on a reimbursement basis with the requirement that adjustments will be made as necessary as vouchers and invoices are audited and approved. For this program, we made the determination that the targeted agencies fell into that criteria, such payments were justified, and the contracts contain sufficient controls as recommended by the NYS Comptroller.

There is a finding in the audit related to inconsistent language directives. As stated earlier, the Learn, Play, Create grant was a new and distinct grant program. As such, as the program and application process evolved, processes and procedures were updated to help streamline the required documentation submission for grantees as well as to address the needs of the grant program over time.

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dutchessny.gov

Since March 31, 2025, we closed/completed an additional 20 projects which resulted in $7,837.75 in additional funds being returned. As of September 18, 2025, there are 16 projects that have not been completed, 13 have submitted expenses that are under review, and the remaining three have been forwarded to the Department of Law to recapture grant funds. The reconciliation process has taken longer than desired. We have struggled with many of the awardees to get acceptable documentation and responses in a timely manner. In addition, we could not dedicate existing staff to solely focus on reconciling projects. The addition of a part-time staff person has been instrumental in closing out as many projects as we have (195 of 211).

The Comptroller's Office has repeatedly addressed the timeliness of contract execution. It should be noted that sometimes the delays are a result of the agencies themselves. If our staff does not receive timely responses and required documentation from vendors, we cannot progress with processing their contracts. This contributes to delays in timely contract execution. Further, the sheer number of contracts that needed to be executed in the timeframe of this grant program coupled with the lack of existing staff that could be solely dedicated to administering these specific contracts was challenging.

Thank you for the opportunity to comment on the audit and work with your staff to improve the implementation of our programs.

Sincerely,

Eoin Wrafter, AICP
Commissioner

C: Julia Kammerer, Community Investment Program Coordinator
Gail Ouimet, Business Manager

Exhibit I: Detailed Summary of LPC Awards

Lead Applicant	2021	2022
Abilities First, Inc.		$10,000
Amenia Free Library Association	50,000	
Anderson Center for Autism		10,326
Arlington Hockey Club		20,000
Arlington Band Boosters, Inc.	20,000	
Arlington Lacrosse Developmental Club, Inc.		20,000
Arlington Rowing Association		20,000
Astor Services for Children & Families		20,000
Bardavon 1869 Opera House	20,000	
Beacon Junior Baseball		20,000
Beacon Performing Arts Center	15,000	
Beacon Soccer Club	20,000	
Beekman Athletic Club	20,000	
Beekman Library	50,000	
Beekman Soccer Club	20,000	
Beekman Youth Futbol Booster Club	20,000	
Beyond the Dream Foundation, Inc.		20,000
Blodgett Memorial Library	7,000	
Boy Scout Troop 37 Hyde Park	13,000	
Boy Scouts of America Cub Scout Pack 3033		9,000
Boy Scouts of America Cub Scout Pack 3040		20,000
Boy Scouts of America Cub Scout Pack 3223 Hudson Valley Council		20,000
Boy Scouts of America Troop 145 Wappinger	20,000	
Boy Scouts of America Troop 275		20,000
Boy Scouts of America Troop 3025		20,000
Boy Scouts of America Troop 3034		18,000
Boy Scouts of America Troop 3040		20,000
Boy Scouts of America Troop 3042		20,000
Boy Scouts of America Troop 3077		18,000
Boy Scouts of America Troop 41		20,000
Boy Scouts Troop 33*	5,000	
Boys & Girls Club of Newburgh, Inc.	20,000	
BSA Troop 3050 Pleasant Valley	10,000	
BSA Troop 3055 Pleasant Valley	7,000	
BSA Troop 80 Clinton	20,000	
BSA/American Legion Venture Crew 1758	2,500	
Cappella Festiva	10,000	
Cardinal Hayes Home for Children		9,845
Cary Institute of Ecosystem Studies		5,700

*Returned monies subsequent to award.

Exhibit I: Detailed Summary of LPC Awards, CONT.

Lead Applicant	2021	2022
Charlia Frank, Inc.		$10,000
Christ Episcopal Church (City of Poughkeepsie)	19,700	
Church Street Community, Ltd.		20,000
City of Poughkeepsie Youth Baseball/Softball League	20,000	
City of Poughkeepsie Youth Football & Cheer (Pop Warner)	20,000	
City of Poughkeepsie Youth Football League		18,900
Clinton Community Library	50,000	
Community Based Services, Inc.		18,650
Community Children's Theater of DC	12,000	
Community Family Development, Inc.		20,000
Community Matters 2, Inc.		20,000
Compass Arts Creativity Project, Inc.	20,000	
Cornell Cooperative Extension	20,000	
Council on Addiction Prevention and Education of DC	20,000	
Crazy over ART on Tour, Inc.	5,500	
Culture Connect Rhinebeck	6,000	
DAY ONE Early Learning Center	5,000	
DC Deputy Sheriff's PBA Youth Law Enforcement Explorer Post 108	20,000	
DCH Sports, Inc.	5,000	
Dolphins Swim Club of the Hudson Valley (HV Dolphins)	20,000	
Dover Plains Library Association	50,000	
Dutchess County Cadet Squadron, Civil Air Patrol		3,000
Dutchess County Gaelic Athletic Association	20,000	
Dutchess County Pride Center	16,000	
Dutchess County SPCA	20,000	
Dutchess Debs 12U White*		20,000
Dutchess Divas Softball, Inc.		20,000
Dutchess Divas Zolotas	5,000	
Dutchess Land Conservancy	10,000	
East Fishkill Public Library District	50,000	
East Fishkill Soccer Club	20,000	
Edge Athletic Club, Inc.	16,000	
Empire State Huskies Softball East Fishkill	20,000	
Esperanza Dutchess County Hispanic Organization		14,000
Fall Kill Creative Works	10,000	
Family Services	20,000	
FDR Baseball Booster		20,000
FDR Cheerleading Booster Club		12,500
FDR High School Lacrosse Booster Club	15,000	

*Returned monies subsequent to award.

Exhibit I: Detailed Summary of LPC Awards, CONT.

Lead Applicant	2021	2022
FDR Wrestling Booster Club		$20,000
Finish Strong Wellness Center	17,000	
Fishkill Little League	20,000	
Friends of Peach Hill, Ltd.		20,000
Friends of Spookhill Park	20,000	
Girl Scouts of the Hudson Troop 10072		9,000
Girl Scouts of the Hudson Troop 10221		20,000
Greystone Programs, Inc.	13,101	
Grinnell Public Library District	11,000	
Grupo Folklorica de Poughkeepsie*		10,000
Hidden Hollow Farms Riding Center, Inc.	20,000	
Hope Rising Farm Therapeutic Riding Center, Inc.	17,900	
Howland Public Library (Beacon)	50,000	
Hudson River Housing Poughkeepsie	20,000	
Hudson River Rowing Association, Inc.	19,250	
Hudson Valley Admirals Football and Cheer	20,000	
Hugh O'Brien Youth Leadership Seminars of NY, Inc.	2,500	
Hyde Park Community Garden at St. James Episcopal Church		2,500
Hyde Park Library District	50,000	
Hyde Park Little League	20,000	
Hyde Park Presidents, Inc.	20,000	
Hyde Park Rowing Association		20,000
Hyde Park Visual Environment Committee		20,000
I Am Beacon	20,000	
Independent Order of Odd Fellows Pine Plains	20,000	
It Takes A Village Dutchess, Inc.		10,000
James' Warriors	20,000	
Jaybots 16700 Robotics Team Booster Club	20,000	
JG Boosters Charitable Trust	20,000	
John Jay Hockey Club	20,000	
John Jay Music Boosters East Fishkill	20,000	
Lafayette Lodge No. 18, Independent Order of Odd Fellows		13,600
LaGrange Association Library	50,000	
LaGrange Soccer League	10,000	
LaGrange Youth Baseball/Softball	20,000	
Legacy Jr. Bass	20,000	
Lourdes Rowing Association, Inc.		20,000
Love Holds Life, Inc.		10,000
Lucky Orphans Horse Rescue Dover	20,000	

*Returned monies subsequent to award.

Exhibit I: Detailed Summary of LPC Awards, CONT.

Lead Applicant	2021	2022
Mental Health America of Dutchess County, Inc.		$9,345
Mid-Hudson Aquatics, Inc.	20,000	
Mid-Hudson Children's Museum (City of Poughkeepsie)	20,000	
Mid-Hudson Civic Center, Inc.	7,702	
Mid-Hudson Valley National Pan Hellenic Council (Wappingers Falls)	10,000	
Millbrook Library	50,000	
Millbrook School		20,000
Millbrook Youth Hockey Association	20,000	
Millerton Legion Post 178	20,000	
Morton Memorial Library & Community House	50,000	
Mount Gulian Society		20,000
My Birthday Books Poughquag	15,000	
New Deal Creative Arts Center	20,000	
New York Elite Volleyball	20,000	
New York State Minorities in Criminal Justice Region 4		20,000
New York Theatre Organ Society*		3,200
Northeast Community Council, Inc.	20,000	
Northeast-Millerton Library	25,000	
Northern Dutchess Aquatic Club	18,000	
Northern Dutchess Girls Youth Lacrosse Club Hyde Park	20,000	
Northern Dutchess Raiders	14,080	
Nubian Directions II, Inc.	20,000	
Overlook School Cub Pack 100		20,000
Pawling Free Library	50,000	
Pawling Little League	10,000	
Pawling Panthers Travel Baseball	20,000	
Pawling Rotary Club	20,000	
Pawling Youth Hockey	20,000	
Pawling Youth Lacrosse	20,000	
Pine Plains Free Library	50,000	
Pleasant Valley Free Library	50,000	
Pleasant Valley Little League	20,000	
Positive About Possibilities, Inc.	20,000	
Poughkeepsie City Striders Track Club	20,000	
Poughkeepsie Crew Parents, Inc.		17,000
Poughkeepsie Public Library District	50,000	
Poughkeepsie Rising		20,000
Presidents Football Boosters, Inc.	20,000	
Project Oath, Inc.	10,000	

*Returned monies subsequent to award.

Exhibit I: Detailed Summary of LPC Awards, CONT.

Lead Applicant	2021	2022
Putnam Hockey Association, Inc.		$20,000
Ramapo for Children Rhinebeck	20,000	
Rebuilding Our Children and Community, Inc.	20,000	
Red Hook Community Center, Inc.	20,000	
Red Hook Public Library	50,000	
Red Hook Soccer Club	5,000	
Red Raiders Youth Football and Cheer	20,000	
Regional Science Fair of Dutchess County LaGrange	20,000	
Revolving Door, Inc.		20,000
Rhinebeck Aerodrome Museum, Inc.	5,000	
Rhinebeck Community Nursery School	20,000	
Rhinebeck Performing Arts, Inc.	20,000	
Rhinebeck Soccer League	10,000	
River Cities Youth, Inc.		10,000
Rotary Club of Fishkill	20,000	
Rotary Club of Wappingers Falls	3,000	
Roy Community Foundation		20,000
Save At Risk Children for Corporate America, Inc.		20,000
Silver Starlites East Fishkill	20,000	
Smith Johnson Scout Reservation		20,000
Southern Dutchess Patriots		20,000
Sports Museum of Dutchess County	20,000	
St. Mary's Fishkill CYO*	12,000	
Staatsburg Library	50,000	
Stanford Free Library	50,000	
Starr Library	25,700	
Stony Kill Foundation		20,000
Stringendo	20,000	
Taconic Little League		20,000
The Art Effect	20,000	
The Black and Latino Coalition		20,000
The Farm Chef Project		20,000
The Fresh Air Fund Fishkill	15,000	
The Growing STEMZ Foundation		12,500
The Love Quest Foundation, Inc.	20,000	
The Southlands Foundation	3,900	
The Stissing Center	20,000	
Tighten Ups Precision Drill Team		20,000
Tivoli Fire Company, Inc.	20,000	

*Returned monies subsequent to award.

Exhibit I: Detailed Summary of LPC Awards, CONT.

Lead Applicant	2021	2022
Tivoli Free Library	$16,500	
Ti-Yogi Bowmen Archery		20,000
Town of Fishkill Police Department Cadet program	10,000	
Town of Poughkeepsie Babe Ruth Cal Ripken Baseball League	20,000	
Town of Poughkeepsie Little League Baseball	20,000	
Town of Poughkeepsie Little League Girls Softball	20,000	
Town of Poughkeepsie Soccer Club	20,000	
Town of Wappinger Little League	20,000	
Uniquely Made Children Corp.	5,000	
United Way of the Dutchess-Orange Region, Inc.		10,000
Upstate Films	9,500	
Venture Crew #3609, Hudson Valley Council BSA Band		12,000
Village Halloween Parade Inc./HV Community Productions Red Hook	8,500	
Wappinger United Soccer Club	15,280	
Wappingers Crew Club	20,000	
Wappingers Youth Football	20,000	
Wappingers Youth Lacrosse Club, Inc.	20,000	
Wassaic Project	18,675	
Webutuck Little League		20,000
West Side Theatrix		20,000
White Pond Community & Cultural Arts Assoc. (Pied Piper Players)	20,000	
YMCA of Kingston and Ulster County		2,569
Young-Morse Historic Site		12,000
Yusuf House of the Hudson Valley, Inc.	9,000	
Total Originally Awarded:	**$2,997,288**	**$1,181,635**
Number of Projects Originally Awarded:	**147**	**72**
Awards That Were Returned Post-Award & No Contracts Established:	**$(22,000)**	**$(33,200)**
Total LPC Payments:	**$2,975,288**	**$1,148,435**

Appendix I: Glossary of Terms

Awardee: A person who is given money, a prize, etc. by an official organization; the recipient of an award.

Budget Adjustment: The act of changing or modifying an existing budget to reflect new information, unforeseen circumstances, or shifting priorities.

Eligibility: The state of having the right to do or obtain something through satisfaction of the appropriate conditions.

Expenditure: Decreases in net financial resources. Expenditures include current operating expenses requiring the present or future use of net current assets, debt service and capital outlays and intergovernmental grants, entitlements and shared revenues.

Grant: A contribution or gift of cash or other asset from another government or entity to be used or expended for a specified purpose, activity or facility.

Recoupment: The recovery of money or expenses that have been previously paid out, often through a deduction from a future payment or a reduction in a claim.

Sample: A subset of individuals or items selected from a larger group that are used in statistical testing when population sizes are too large.

Tax Levy: The total amount of money a governing body, such as a school district or county, is authorized to collect through property taxes. The amount of the levy is set during the budgeting process to cover costs for public services.

OFFICE OF THE DUTCHESS COUNTY COMPTROLLER
DAN AYMAR-BLAIR, COMPTROLLER

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ORLEANS COUNTY LEGISLATURE ALBION, NEW YORK

RESOLUTION NO. 408-925

SUPPORT OF CONGRESSMAN NICK LANGWORTHY'S ENERGY CHOICE ACT (H.R. 3699, S. 1945) AND IN OPPOSITION TO GOVERNMENT-MANDATED NATURAL GAS BANS

WHEREAS, affordable and reliable energy is essential to the health, safety, and economic prosperity of New York families, businesses, and communities; and

WHEREAS, natural gas remains a dependable, cost-effective, and clean-burning energy source used by millions of New Yorkers to heat their homes, cook their food, and power their businesses; and

WHEREAS, in 2019, New York State enacted the Climate Leadership and Community Protection Act (CLCPA), which mandates aggressive emissions reductions and serves as the foundation for sweeping energy restrictions, including efforts to phase out natural gas; and

WHEREAS, building on the CLCPA, Governor Kathy Hochul and the New York State Legislature in 2023 enacted provisions in the state budget banning natural gas and other fossil fuel hookups in most new residential and commercial buildings, effective 2026 for smaller buildings, and 2029 for larger buildings, thereby eliminating consumer choice and limiting access to affordable energy; and

WHEREAS, Governor Hochul has publicly supported these bans and related measures as part of her administration's climate and energy agenda, despite widespread concerns that such mandates will increase costs, strain grid reliability, and restrict energy diversity; and

WHEREAS, these top-down policies undermine affordability, threaten reliability during peak demand, and strip away the freedom of consumers and businesses to choose the energy sources that best meet their needs; and

WHEREAS, Congressman Nick Langworthy of New York and Senator Jim Justice of West Virginia introduced the Energy Choice Act (H.R. 3699, S. 1945), federal legislation that ensures state and local governments cannot restrict consumer access to natural gas and other affordable energy sources, thereby protecting freedom of choice for New Yorkers and all Americans; and

WHEREAS, the Energy Choice Act would safeguard households, small businesses, hospitals, farmers, and manufacturers from harmful government overreach and preserve access to an "all-of-the-above" energy strategy that strengthens reliability and affordability; now be it

RESOLVED, that the Orleans County Legislature strongly supports the Energy Choice Act as introduced by Congressman Langworthy (H.R. 3699) and Senator Justice (S. 1945) and stands firmly opposed to New York State's natural gas bans, the CLCPA-driven restrictions, and other state energy mandates that eliminate consumer choice; and be it

FURTHER RESOLVED, that the Orleans County Legislature urges Congress to pass the Energy Choice Act to defend consumer choice, protect energy affordability, and preserve reliable access to natural gas for New Yorkers; and be it

FURTHER RESOLVED, that the Clerk of the Legislature shall forward certified copies of this resolution to Congressman Nick Langworthy, Senator Jim Justice, Senators Chuck Schumer and Kirsten Gillibrand, Congresswoman Claudia Tenney, New York State Association of Counties (NYSAC) and all others deemed necessary and proper.

Moved, Eick; second, Morgan.
Adopted. 7 ayes; 0 nays; 0 absent.

COUNTY OF ORLEANS
STATE OF NEW YORK

I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted by the Orleans County Legislature on the 23rd day of September 2025.

Dated at Albion, New York
September 24, 2025

Lisa Stenshorn, Clerk
Orleans County Legislature
County of Orleans, New York

Ontario County

Board of Supervisors

Canandaigua, New York 14424

Supervisor Andrew Wickham offered the following resolution and moved for its adoption, seconded by Supervisor Christopher Vastola. Passed. Yes 17, No 0, Abstained 0, Necessarily Absent 3.

RESOLUTION NO. 526-2025
A RESOLUTION URGING IMPROVED ELECTRICAL INFRASTRUCTURE FOR RESIDENTIAL AND ECONOMIC DEVELOPMENT IN ONTARIO COUNTY

WHEREAS, The Ontario County Board of Supervisors is committed to supporting municipalities interested in pursuing housing and economic development to enhance the quality of life for its residents; and

WHEREAS, At the conclusion of the 2023 Housing Needs Assessment the Ontario County Board of Supervisors adopted three main goals to: 1) diversify housing choices to accommodate all life stages and household needs; 2) facilitate the expansion of housing development in suitable areas of the county to stimulate growth; and, 3) stabilize the aging housing stock; and

WHEREAS, Consistent with Governor Kathy Hochul's priority to address the statewide housing crisis, thirteen municipalities in Ontario County have been certified or have started the process to become "Pro-Housing Communities" through New York State Office of Homes and Community Renewal; nearly a quarter of the "Pro-Housing Communities" within the nine-county Finger Lakes Economic Development Region are within Ontario County; and

WHEREAS, The Ontario County Housing Ad Hoc Committee, created by the Board of Supervisors via Resolution No. 268-2024, has highlighted the need for additional housing units to continue to attract employees for future economic growth; and

WHEREAS, Adequate and strategic electric infrastructure is necessary to facilitate both residential and commercial development; and

WHEREAS, Multiple residential and commercial developments have been delayed or ended due to the lack of capacity of existing electrical infrastructure, including projects that were otherwise shovel-ready; and

WHEREAS, Investment in electrical infrastructure has not kept pace with increased demand throughout Ontario County due to it's continued growth and costly New York State electrification mandates; and

WHEREAS, New York State energy policy through enacted law continues to limit choices for both home builders and home buyers to all electric heating and appliances as well equipping houses with automobile charging stations; and

WHEREAS, Continued failure to properly invest in our electric infrastructure through increased supply and distribution, will impact Ontario County residents as well as hamper future growth; now, therefore, be it

RESOLVED, That the Ontario County Board of Supervisors calls on federal, state, and regional leaders to recognize the connection between adequate electrical infrastructure and economic opportunity as well as residential quality of life; and further

RESOLVED, That the Ontario County Board of Supervisors calls on New York State Electric and Gas, Rochester Gas and Electric, National Grid, and the New York State Public Service Commission to prioritize electrical infrastructure investment in Ontario County; and further

RESOLVED, That a certified copy of this resolution be sent by the Clerk of this Board of Supervisors to Honorable Kathy Hochul, Governor, New York State, The New York State Public Service Commission, New York State Electric and Gas, Rochester Gas and Electric, National Grid, Senator Pam Helming, Assemblyman Jeff Gallahan, Assemblywoman Andrea Bailey, Congresswoman Claudia Tenney, Congressman Joe Morelle, Senator Chuck Schumer, Senator Kirsten Gillibrand, the New York State Association of Counties, and adjoining counties.

State of New York}
County of Ontario}

I do hereby certify that I have compared the preceding with the original thereof, on file in the Office of the Clerk of the Board of Supervisors at Canandaigua, New York, and that the same is a correct transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Board of Supervisors of Ontario County held at Canandaigua, New York on **October 2, 2025.**

Given under my hand and official seal on October 3, 2025.

Kristin A. Voss

Kristin A. Voss, Clerk of the Board of Supervisors of Ontario County, NY

Dutchess County Clerk
Mortgage Tax Detail Ledger

9/1/2025 - 9/30/2025

250 Mortgage Tax County per Tax District

Name	Total
Amenia	$5,671.00
Beekman	$37,638.50
Clinton	$9,490.00
Dover	$18,406.00
East Fishkill	$83,898.50
Fishkill	$59,085.50
Hyde Park	$69,460.00
La Grange	$33,814.50
Milan	$4,366.57
North East	$7,787.50
Pawling	$18,330.00
Pine Plains	$9,870.00
Pleasant Valley	$18,767.50
Red Hook	$22,970.93
Rhinebeck	$24,232.50
Stanford	$15,936.87
Town of Poughkeepsie	$93,517.06
Union Vale	$15,595.00
Wappinger	$92,749.00
Washington	$13,634.63
City of Beacon	$54,687.00
City of Poughkeepsie	$55,511.44
Other	$0.00
Total Mortgage Tax	**$765,420.00**

Account Totals

Account	Description	Total
250	Mortgage Tax County	$765,420.00
260	Mortgage Tax MTA Share	$444,272.70
270	SONYMA	$53,669.00
275	1-6 Family	$251,656.50
276	Mortgage Tax Local	$0.00
280	Mortgage Tax Held	$147,684.00
Total Tax		**$1,662,702.20**

IMPORTANT: These amounts are raw raw data. Actual distribution will vary based on interest earned and expenses incurred. as well as distribution to villages.

Summary of Mortgage Tax Received Apr 25 to Sep 25

Town	April 2025	May	June	July	August	September	Total
Amenia	$52,976.84	$12,386.89	$5,145.00	$7,851.00	$25,123.50	$5,671.00	$109,154.23
Beekman	$36,570.50	$17,745.00	$30,524.30	$32,477.00	$31,580.00	$37,638.50	$186,535.30
Clinton	$18,734.82	$8,767.41	$11,799.50	$12,182.28	$9,628.50	$9,490.00	$70,602.51
Dover	$12,058.50	$7,596.50	$8,424.50	$17,529.50	$1,825,648.00	$18,406.00	$1,889,663.00
East Fishkill	$51,586.00	$51,105.00	$123,090.20	$166,986.77	$77,926.50	$83,898.50	$554,592.97
Fishkill	$55,035.00	$33,910.50	$108,487.00	$49,533.00	$181,780.00	$59,085.50	$487,831.00
Hyde Park	$52,832.26	$37,578.26	$52,478.00	$44,185.00	$36,539.50	$69,460.00	$293,073.02
LaGrange	$42,030.50	$42,132.00	$54,815.50	$54,358.00	$51,726.00	$33,814.50	$278,876.50
Milan	$13,069.14	$11,852.50	$9,140.00	$2,875.00	$8,845.00	$4,366.57	$50,148.21
North East	$23,729.66	$7,580.50	$3,911.00	$13,206.50	$20,370.50	$7,787.50	$76,585.66
Pawling	$26,233.59	$60,126.50	$24,034.00	$15,577.00	$39,584.00	$18,330.00	$183,885.09
Pine Plains	$11,987.50	$7,042.50	$5,073.50	$12,004.10	$4,148.00	$9,870.00	$50,125.60
Pleasant Valley	$11,596.33	$26,506.24	$18,083.00	$21,818.00	$16,224.50	$18,767.50	$112,995.57
Red Hook	$20,171.61	$52,617.57	$27,515.47	$29,858.50	$24,448.72	$22,970.93	$177,582.80
Rhinebeck	$18,637.07	$29,154.44	$18,437.50	$55,801.00	$26,679.28	$24,232.50	$172,941.79
Stanford	$5,896.50	$5,722.00	$10,654.50	$8,404.00	$11,718.00	$15,936.87	$58,331.87
Town of Poughkeepsie	$64,593.74	$136,698.41	$81,900.50	$102,116.76	$91,559.50	$93,517.06	$570,385.97
Union Vale	$4,597.50	$4,532.00	$11,355.20	$7,540.50	$10,080.00	$15,595.00	$53,700.20
Wappinger	$63,248.50	$54,393.00	$59,691.80	$254,537.50	$109,487.50	$92,749.00	$634,107.30
Washington	$13,113.67	$18,628.09	$10,500.00	$16,770.72	$22,642.50	$13,634.63	$95,289.61
City Beacon	$33,898.50	$32,695.00	$28,237.50	$37,828.50	$45,479.00	$54,687.00	$232,825.50
City Poughkeepsie	$69,772.00	$40,090.70	$51,820.00	$46,311.19	$51,779.50	$55,511.44	$315,284.83
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$702,369.73	$698,861.01	$755,117.97	$1,009,751.82	$2,722,998.00	$765,420.00	$ 6,654,518.53
County Tax	$702,369.73	$698,861.01	$755,117.97	$1,009,751.82	$2,722,998.00	$765,420.00	$6,654,518.53
MTA	$433,856.84	$410,529.64	$438,788.38	$591,785.56	$1,619,556.00	$444,272.70	$3,938,789.12
Special Add	$63,556.12	$83,511.25	$78,680.00	$169,220.13	$963,281.00	$53,669.00	$1,411,917.50
1-6 Family	$226,620.25	$187,253.75	$226,267.99	$266,661.25	$322,651.50	$251,656.50	$1,481,111.24
Local Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Taxes Held	$21,069.60	$9,018.80	$11,723.40	$1,570.00	$7,775.05	$147,684.00	
Ret/Out Cnty							
Total	$1,447,472.54	$ 1,389,174.45	$ 1,510,577.74	$ 2,038,988.76	$ 5,636,261.55	$ 1,662,702.20	$ 13,486,336.39
MTA Take	$ 660,477.09	$ 597,783.39	$ 665,056.37	$ 858,446.81	$ 1,942,207.50	$ 695,929.20	$ 5,419,900.36

Dutchess County Clerk
Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
23911	9/2/2025	Mortgagor: ZAMBRANO JOHN			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2342	Doc # 01-2025-1852		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	
23914	9/2/2025	Mortgagor: VELASQUEZ ALEXIS			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2343	Doc # 01-2025-1853		$41,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$205.00	Wappinger
	260	Mortgage Tax MTA Share		$93.00	
	276	Mortgage Tax Local		$0.00	
				$298.00	
			Receipt Total:	$298.00	
23915	9/2/2025	Mortgagor: BROEGE MEDLEY			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2344	Doc # 01-2025-1854		$65,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$325.00	Beekman
	260	Mortgage Tax MTA Share		$165.00	
	276	Mortgage Tax Local		$0.00	
				$490.00	
			Receipt Total:	$490.00	
23922	9/2/2025	Mortgagor: HERRERA SEGOVIA JOSE IGNACIO			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2345	Doc # 01-2025-1855		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Fishkill
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
23930	9/2/2025	Mortgagor: PUGLIESE NICOLE			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2346	Doc # 01-2025-1856		$220,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,100.00	Wappinger
	260	Mortgage Tax MTA Share		$630.00	
	276	Mortgage Tax Local		$0.00	
				$1,730.00	
			Receipt Total:	$1,730.00	

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Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
23932	9/2/2025	Mortgagor: KALATA MEGAN Mortgagee: CITIZENS BANK NA			
	Serial # DQ2347	Doc # 01-2025-52850		$29,200.00	1-2 Family Residence
	250	Mortgage Tax County		$146.00	Beekman
	260	Mortgage Tax MTA Share		$57.60	Beekman
	275	1-6 Family		$73.00	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$276.60	
			Receipt Total:	$276.60	
23946	9/2/2025	Mortgagor: FORMAN ANDREW J Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-52851		$175,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$875.00	City of Beacon
	260	Mortgage Tax MTA Share		$495.00	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$1,370.00	
			Receipt Total:	$1,370.00	
23948	9/2/2025	Mortgagor: MCHUGH EDMUND THOMAS JR Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-52852		$159,187.00	(NE) C.U. / Nat Pr
	250	Mortgage Tax County		$796.00	East Fishkill
	260	Mortgage Tax MTA Share		$477.60	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$1,273.60	
			Receipt Total:	$1,273.60	
23949	9/2/2025	Mortgagor: BAISLEY GIGI F Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2348	Doc # 01-2025-1857		$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,000.00	Wappinger
	260	Mortgage Tax MTA Share		$570.00	
	276	Mortgage Tax Local		$0.00	
				$1,570.00	
			Receipt Total:	$1,570.00	
23950	9/2/2025	Mortgagor: DEANGELO BARBARA Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2349	Doc # 01-2025-1858		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	East Fishkill
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
23958	9/2/2025	Mortgagor: VANDEWATER MARQUIS Mortgagee: TRUSTCO BANK			
	Serial # DQ2350	Doc # 01-2025-1859		$460,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,300.00	Pine Plains
	260	Mortgage Tax MTA Share		$1,350.00	
	275	1-6 Family		$1,150.00	
	276	Mortgage Tax Local		$0.00	
				$4,800.00	
			Receipt Total:	$4,800.00	
23960	9/2/2025	Mortgagor: GLEASON TIMOTHY Mortgagee: FIGURE LENDING LLC			
	Serial # DQ2351	Doc # 01-2025-1860		$62,094.00	1-2 Family Residence
	250	Mortgage Tax County		$310.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$156.30	
	275	1-6 Family		$155.25	
	276	Mortgage Tax Local		$0.00	
				$622.05	
			Receipt Total:	$622.05	
23981	9/2/2025	Mortgagor: DOYLE JONATHAN P Mortgagee: WEBSTER BANK NA			
	Serial # DQ2352	Doc # 01-2025-1861		$280,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,400.00	East Fishkill
	260	Mortgage Tax MTA Share		$810.00	
	275	1-6 Family		$700.00	
	276	Mortgage Tax Local		$0.00	
				$2,910.00	
			Receipt Total:	$2,910.00	
24013	9/3/2025	Mortgagor: 197 UNION STREET HOLDING LLC Mortgagee: RHINEBECK BANK			
	Serial # DQ2354	Doc # 01-2025-1862		$235,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,175.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$675.00	
	275	1-6 Family		$587.50	
	276	Mortgage Tax Local		$0.00	
				$2,437.50	
			Receipt Total:	$2,437.50	
24017	9/3/2025	Mortgagor: PLIMLEY SCOTT A Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2356	Doc # 01-2025-1864		$178,000.00	1-2 Family Residence
	250	Mortgage Tax County		$890.00	Wappinger
	260	Mortgage Tax MTA Share		$504.00	
	275	1-6 Family		$445.00	

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,839.00	
			Receipt Total:	$1,839.00	
24024	9/3/2025	Mortgagor:	446 456 MAIN STREET HOLDING LLC		
		Mortgagee:	RHINEBECK BANK		
	Serial # DQ2355		Doc # 01-2025-1865	$1,284,733.48	(NE) Commercial
		250	Mortgage Tax County	$6,423.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$3,854.10	
		270	SONYMA	$3,211.75	
		276	Mortgage Tax Local	$0.00	
				$13,489.35	
			Receipt Total:	$13,489.35	
24026	9/3/2025	Mortgagor:	VITULLI SCOTT		
		Mortgagee:	MOVEMENT MORTGAGE LLC		
	Serial # DQ2357		Doc # 01-2025-1868	$381,562.00	1-2 Family Residence
		250	Mortgage Tax County	$1,908.00	Wappinger
		260	Mortgage Tax MTA Share	$1,114.80	
		275	1-6 Family	$954.00	
		276	Mortgage Tax Local	$0.00	
				$3,976.80	
			Receipt Total:	$3,976.80	
24031	9/3/2025	Mortgagor:	KOREN CARLEIGH P		
		Mortgagee:	TEG FCU		
	Serial # DQ2358		Doc # 01-2025-1869	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$720.00	
		276	Mortgage Tax Local	$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
24042	9/3/2025	Mortgagor:	PATEL ANIL KUMAR		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DQ2359		Doc # 01-2025-1870	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	East Fishkill
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
24045	9/3/2025	Mortgagor: RYBM EQUITY LLC Mortgagee: UNITED WHOLESALE MORTGAGE, LLC			
	Serial # DQ2360	Doc # 01-2025-52853		$262,500.00	1-2 Family Residence
	250	Mortgage Tax County		$1,312.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$757.50	City of Poughkeepsie
	275	1-6 Family		$656.25	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$2,726.25	
			Receipt Total:	$2,726.25	
24055	9/3/2025	Mortgagor: DEAN JOSHUA A Mortgagee: TEG FCU			
	Serial # DQ2361	Doc # 01-2025-1871		$45,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$225.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$105.00	
	276	Mortgage Tax Local		$0.00	
				$330.00	
			Receipt Total:	$330.00	
24057	9/3/2025	Mortgagor: GRAZIANO CHRISTOPHER M Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2362	Doc # 01-2025-1872		$590,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$2,950.00	Wappinger
	260	Mortgage Tax MTA Share		$1,740.00	
	276	Mortgage Tax Local		$0.00	
				$4,690.00	
			Receipt Total:	$4,690.00	
24062	9/3/2025	Mortgagor: CALLINAN BRENDAN Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2363	Doc # 01-2025-1873		$573,750.00	1-2 Family Residence
	250	Mortgage Tax County		$2,868.50	East Fishkill
	260	Mortgage Tax MTA Share		$1,691.10	
	275	1-6 Family		$1,434.25	
	276	Mortgage Tax Local		$0.00	
				$5,993.85	
			Receipt Total:	$5,993.85	
24066	9/3/2025	Mortgagor: OKUNGU SAMWEL O Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-52854		$435,100.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$2,175.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,275.30	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$3,450.80	
			Receipt Total:	$3,450.80	

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
24069	9/3/2025	Mortgagor: OCASEY JAC BERTHA Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2364	Doc # 01-2025-52855		$61,975.00	1-2 Family Residence
	250	Mortgage Tax County		$310.00	North East
	260	Mortgage Tax MTA Share		$156.00	North East
	275	1-6 Family		$155.00	North East
	276	Mortgage Tax Local		$0.00	North East
				$621.00	
			Receipt Total:	$621.00	
24072	9/3/2025	Mortgagor: RONCALLO PAUL Mortgagee: DURSO JOHN			
	Serial # DQ2365	Doc # 01-2025-52856		$202,500.00	(NE) Commercial
	250	Mortgage Tax County		$1,012.50	Beekman
	260	Mortgage Tax MTA Share		$607.50	Beekman
	270	SONYMA		$506.25	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$2,126.25	
			Receipt Total:	$2,126.25	
24075	9/3/2025	Mortgagor: ANGUISACA WILSON Mortgagee: MORTGAGE RESEARCH CENTER LLC			
	Serial # DQ2366	Doc # 01-2025-52857		$531,180.00	1-2 Family Residence
	250	Mortgage Tax County		$2,656.00	Fishkill
	260	Mortgage Tax MTA Share		$1,563.60	Fishkill
	275	1-6 Family		$1,328.00	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$5,547.60	
			Receipt Total:	$5,547.60	
24077	9/3/2025	Mortgagor: BEISNER LYNDA Mortgagee: TEG FCU			
	Serial # DQ2367	Doc # 01-2025-1874		$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,000.00	Hyde Park
	260	Mortgage Tax MTA Share		$570.00	
	276	Mortgage Tax Local		$0.00	
				$1,570.00	
			Receipt Total:	$1,570.00	
24083	9/3/2025	Mortgagor: ANDERSON JEFFREY Mortgagee: NATIONSTAR MORTGAGE LLC			Comments: REFERENCE NOT MADE TO 2024 MORTGAGE PLEASE REFER TO OUR WEBSITE
	Serial # DQ2368	Doc # 01-2025-52858		$21,508.17	1-2 Family Residence
	250	Mortgage Tax County		$107.50	Pawling
	260	Mortgage Tax MTA Share		$34.50	Pawling
	275	1-6 Family		$53.75	Pawling

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Pawling
				$195.75	
			Receipt Total:	$195.75	
24087	9/3/2025	Mortgagor: CIPRIANI ANTHONY			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
		Serial #	Doc # 01-2025-52859	$45,847.78	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Beekman
				$0.00	
			Receipt Total:	$0.00	
24088	9/3/2025	Mortgagor: GUVEN VOLKAN			
		Mortgagee: NEWREZ LLC			
		Serial # DQ2369	Doc # 01-2025-52860	$6,174.63	1-2 Family Residence
		250	Mortgage Tax County	$31.00	Beekman
		260	Mortgage Tax MTA Share	$0.00	Beekman
		275	1-6 Family	$15.50	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$46.50	
24088	9/3/2025	Mortgagor: GUVEN VOLKAN			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
		Serial #	Doc # 01-2025-52861	$9,243.31	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Beekman
				$0.00	
			Receipt Total:	$46.50	
24089	9/3/2025	Mortgagor: NIKOLATOS GEORGE A			
		Mortgagee: ROCKET MORTGAGE LLC			
		Serial # DQ2370	Doc # 01-2025-52862	$145,400.00	1-2 Family Residence
		250	Mortgage Tax County	$727.00	Red Hook
		260	Mortgage Tax MTA Share	$406.20	Red Hook
		275	1-6 Family	$363.50	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,496.70	
			Receipt Total:	$1,496.70	
24092	9/3/2025	Mortgagor: RPW REAL ESTATE LLC			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
		Serial # DQ2371	Doc # 01-2025-52863	$272,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,360.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$786.00	Town of Poughkeepsie
		275	1-6 Family	$680.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,826.00	
			Receipt Total:	$2,826.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24096	9/3/2025	Mortgagor: CARLYLE NICOLE G Mortgagee: TEG FCU			
	Serial #	Doc # 01-2025-52864	$200,000.00	(E) CR Un/Nat Pr	
	250	Mortgage Tax County	$1,000.00	Fishkill	
	260	Mortgage Tax MTA Share	$570.00	Fishkill	
	276	Mortgage Tax Local	$0.00	Fishkill	
			$1,570.00		
24096	9/3/2025	Mortgagor: CARLYLE NICOLE G Mortgagee: TEG FCU			
	Serial # DQ2372	Doc # 01-2025-52865	$20,000.00	1-2 Family Residence	
	250	Mortgage Tax County	$100.00	Fishkill	
	260	Mortgage Tax MTA Share	$30.00	Fishkill	
	275	1-6 Family	$50.00	Fishkill	
	276	Mortgage Tax Local	$0.00	Fishkill	
			$180.00		
		Receipt Total:	$1,750.00		
24105	9/3/2025	Mortgagor: RAMOS ERIK Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-52866	$24,774.44	No Tax / Serial #	
	250	Mortgage Tax County	$0.00	Wappinger	
			$0.00		
		Receipt Total:	$0.00		
24107	9/3/2025	Mortgagor: GUILFOYLE BRENDAN Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2373	Doc # 01-2025-1875	$448,000.00	(E) CR Un/Nat Pr	
	250	Mortgage Tax County	$2,240.00	East Fishkill	
	260	Mortgage Tax MTA Share	$1,314.00		
	276	Mortgage Tax Local	$0.00		
			$3,554.00		
		Receipt Total:	$3,554.00		
24111	9/3/2025	Mortgagor: WITRYK TIMOTHY Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2374	Doc # 01-2025-1876	$102,730.66	(E) CR Un/Nat Pr	
	250	Mortgage Tax County	$513.50	Pleasant Valley	
	260	Mortgage Tax MTA Share	$278.10		
	276	Mortgage Tax Local	$0.00		
			$791.60		
		Receipt Total:	$791.60		
24119	9/3/2025	Mortgagor: 189 JOHNNY CAKE LLC Mortgagee: DUTCHESS VIEW FARM INC			
	Serial # DQ2375	Doc # 01-2025-52867	$1,100,000.00	(NE) Commercial	
	250	Mortgage Tax County	$5,500.00	Pine Plains	
	260	Mortgage Tax MTA Share	$3,300.00	Pine Plains	
	270	SONYMA	$2,750.00	Pine Plains	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Pine Plains
				$11,550.00	
			Receipt Total:	$11,550.00	
24120	9/3/2025	Mortgagor:	1256 NORTH LLC		
		Mortgagee:	ULSTER SAVINGS BANK		
	Serial # DQ2376		Doc # 01-2025-52869	$400,000.00	(NE) Commercial
		250	Mortgage Tax County	$2,000.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,200.00	City of Beacon
		270	SONYMA	$1,000.00	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$4,200.00	
			Receipt Total:	$4,200.00	
24122	9/3/2025	Mortgagor:	MANNEY ERICA		
		Mortgagee:	HERITAGE FINANCIAL CREDIT UNION		
	Serial # DQ2377		Doc # 01-2025-52871	$519,900.00	1-2 Family Residence
		250	Mortgage Tax County	$2,599.50	Fishkill
		260	Mortgage Tax MTA Share	$1,529.70	Fishkill
		275	1-6 Family	$1,299.75	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$5,428.95	
			Receipt Total:	$5,428.95	
24124	9/3/2025	Mortgagor:	REYES FRANCISCO SANTIAGO		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DQ2378		Doc # 01-2025-52872	$43,900.00	1-2 Family Residence
		250	Mortgage Tax County	$219.50	Pleasant Valley
		260	Mortgage Tax MTA Share	$101.70	Pleasant Valley
		275	1-6 Family	$109.75	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$430.95	
			Receipt Total:	$430.95	
24126	9/3/2025	Mortgagor:	PERSAUD SEAN		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DQ2379		Doc # 01-2025-1878	$297,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,487.50	Wappinger
		260	Mortgage Tax MTA Share	$862.50	
		275	1-6 Family	$743.75	
		276	Mortgage Tax Local	$0.00	
				$3,093.75	
			Receipt Total:	$3,093.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24131	9/3/2025	Mortgagor: KACHATURIAN ZACHARY A Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2380	Doc # 01-2025-1879		$254,100.00	1-2 Family Residence
	250	Mortgage Tax County		$1,270.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$732.30	
	275	1-6 Family		$635.25	
	276	Mortgage Tax Local		$0.00	
				$2,638.05	
			Receipt Total:	$2,638.05	
24143	9/4/2025	Mortgagor: WEGLINSKI BRIAN P Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-52874		$175,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$875.00	Washington
	260	Mortgage Tax MTA Share		$495.00	Washington
	276	Mortgage Tax Local		$0.00	Washington
				$1,370.00	
			Receipt Total:	$1,370.00	
24149	9/4/2025	Mortgagor: LAPOLLA ROBERT Mortgagee: SAILFISH SERVICING LLC			Comments: REERENCE NOT MADE TO MORTGAGE PLEASE REFER TO OUR WEBSITE
	Serial # DQ2381	Doc # 01-2025-52875		$13,019.58	1-2 Family Residence
	250	Mortgage Tax County		$65.00	Dover
	260	Mortgage Tax MTA Share		$9.00	Dover
	275	1-6 Family		$32.50	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$106.50	
			Receipt Total:	$106.50	
24150	9/4/2025	Mortgagor: PARKHILL RUSSELL SHANE Mortgagee: MOVEMENT MORTGAGE LLC			
	Serial # DQ2382	Doc # 01-2025-52876		$400,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,000.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,170.00	Town of Poughkeepsie
	275	1-6 Family		$1,000.00	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$4,170.00	
			Receipt Total:	$4,170.00	
24154	9/4/2025	Mortgagor: BEHRMANN ALEXANDER Mortgagee: PRIMELENDING			
	Serial # DQ2383	Doc # 01-2025-52877		$680,092.00	1-2 Family Residence
	250	Mortgage Tax County		$3,400.50	City of Beacon
	260	Mortgage Tax MTA Share		$2,010.30	City of Beacon
	275	1-6 Family		$1,700.25	City of Beacon

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	City of Beacon
				$7,111.05	
			Receipt Total:	$7,111.05	
24164	9/4/2025	Mortgagor: PERRUCCI KAREN			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2384		Doc # 01-2025-52878	$25,000.00	1-2 Family Residence
		250	Mortgage Tax County	$125.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$45.00	Town of Poughkeepsie
		275	1-6 Family	$62.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$232.50	
			Receipt Total:	$232.50	
24168	9/4/2025	Mortgagor: SIMMONS CYNTHIA			Comments:
		Mortgagee: MIDFIRST BANK			REFERENCE NOT MADE TO 2013,2018 & 2023 MORTGAGES PLEASE REFER TO OUR WEBSITE
	Serial # DQ2385		Doc # 01-2025-52879	$14,233.25	1-2 Family Residence
		250	Mortgage Tax County	$71.00	City of Beacon
		260	Mortgage Tax MTA Share	$12.60	City of Beacon
		275	1-6 Family	$35.50	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$119.10	
			Receipt Total:	$119.10	
24169	9/4/2025	Mortgagor: MILICI CASSANDRA M			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2386		Doc # 01-2025-52880	$611,200.00	1-2 Family Residence
		250	Mortgage Tax County	$3,056.00	Fishkill
		260	Mortgage Tax MTA Share	$1,803.60	Fishkill
		275	1-6 Family	$1,528.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$6,387.60	
			Receipt Total:	$6,387.60	
24177	9/4/2025	Mortgagor: LICARI NICHOLAS			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2387		Doc # 01-2025-52881	$487,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,437.50	Beekman
		260	Mortgage Tax MTA Share	$1,432.50	Beekman
		275	1-6 Family	$1,218.75	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$5,088.75	
			Receipt Total:	$5,088.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24178	9/4/2025	Mortgagor: SMITH ERIKA Mortgagee: MOVEMENT MORTGAGE LLC			
	Serial # DQ2388	Doc # 01-2025-52882		$288,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,440.00	Wappinger
	260	Mortgage Tax MTA Share		$834.00	Wappinger
	275	1-6 Family		$720.00	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$2,994.00	
			Receipt Total:	$2,994.00	
24187	9/4/2025	Mortgagor: ASHE REVANGE LATAYE Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2389	Doc # 01-2025-1880		$382,936.00	1-2 Family Residence
	250	Mortgage Tax County		$1,914.50	Hyde Park
	260	Mortgage Tax MTA Share		$1,118.70	
	275	1-6 Family		$957.25	
	276	Mortgage Tax Local		$0.00	
				$3,990.45	
			Receipt Total:	$3,990.45	
24190	9/4/2025	Mortgagor: HAWCO PATRICK CUDIHY Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-52883		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Pine Plains
	260	Mortgage Tax MTA Share		$120.00	Pine Plains
	276	Mortgage Tax Local		$0.00	Pine Plains
				$370.00	
			Receipt Total:	$370.00	
24195	9/4/2025	Mortgagor: SCOTTO ALEXANDER L Mortgagee: NATIONSTAR MORTGAGE LLC			
	Serial # DQ2390	Doc # 01-2025-52884		$240,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,200.00	Fishkill
	260	Mortgage Tax MTA Share		$690.00	Fishkill
	275	1-6 Family		$600.00	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$2,490.00	
			Receipt Total:	$2,490.00	
24200	9/4/2025	Mortgagor: VALICENTI KAREN E Mortgagee: CITIZENS BANK NA			
	Serial # DQ2391	Doc # 01-2025-52885		$190,000.00	1-2 Family Residence
	250	Mortgage Tax County		$950.00	Rhinebeck
	260	Mortgage Tax MTA Share		$540.00	Rhinebeck
	275	1-6 Family		$475.00	Rhinebeck

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$1,965.00	
			Receipt Total:	$1,965.00	
24209	9/4/2025	Mortgagor:	CARRIE MEGAN L		
		Mortgagee:	M&T BANK		
	Serial # DQ2392		Doc # 01-2025-52886	$339,150.00	1-2 Family Residence
		250	Mortgage Tax County	$1,695.50	Fishkill
		260	Mortgage Tax MTA Share	$987.30	Fishkill
		275	1-6 Family	$847.75	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,530.55	
			Receipt Total:	$3,530.55	
24213	9/4/2025	Mortgagor:	COBB JAMES		
		Mortgagee:	MORGAN STANLEY PRIVATE BANK NATL ASSOC		
	Serial # DQ2393		Doc # 01-2025-52887	$238,125.00	1-2 Family Residence
		250	Mortgage Tax County	$1,190.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$684.30	City of Poughkeepsie
		275	1-6 Family	$595.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$2,470.05	
			Receipt Total:	$2,470.05	
24227	9/4/2025	Mortgagor:	DELAROSA DILENIA		
		Mortgagee:	PENNYMAC LOAN SERVICES LLC		
	Serial # DQ2394		Doc # 01-2025-52888	$11,433.66	1-2 Family Residence
		250	Mortgage Tax County	$57.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$4.20	Town of Poughkeepsie
		275	1-6 Family	$28.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$89.70	
			Receipt Total:	$89.70	
24229	9/4/2025	Mortgagor:	CANNIZZARO KIMBERLY		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DQ2395		Doc # 01-2025-52889	$386,650.00	1-2 Family Residence
		250	Mortgage Tax County	$1,933.00	Wappinger
		260	Mortgage Tax MTA Share	$1,129.80	Wappinger
		275	1-6 Family	$966.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$4,029.30	
			Receipt Total:	$4,029.30	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24231	9/4/2025	Mortgagor: MCCLOSKEY LEAH Mortgagee: NBT BANK NATL ASSOC			
	Serial # DQ2396	Doc # 01-2025-1881		$378,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,890.00	North East
	260	Mortgage Tax MTA Share		$1,104.00	
	275	1-6 Family		$945.00	
	276	Mortgage Tax Local		$0.00	
				$3,939.00	
			Receipt Total:	$3,939.00	
24235	9/4/2025	Mortgagor: REGIER MATTHEW Mortgagee: VALLEY NATIONAL BANK			
	Serial # DQ2397	Doc # 01-2025-52890		$418,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,090.00	Red Hook
	260	Mortgage Tax MTA Share		$1,224.00	Red Hook
	275	1-6 Family		$1,045.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$4,359.00	
			Receipt Total:	$4,359.00	
24239	9/4/2025	Mortgagor: DAISY SINDELAR TRUST Mortgagee: SINDELAR ROBIN			
	Serial # DQ2398	Doc # 01-2025-1882		$239,000.00	(NE) C.U. / Nat Pr
	250	Mortgage Tax County		$1,195.00	Pine Plains
	260	Mortgage Tax MTA Share		$717.00	
	276	Mortgage Tax Local		$0.00	
				$1,912.00	
			Receipt Total:	$1,912.00	
24262	9/4/2025	Mortgagor: NASH WOHLFAHRT FAMILY TRUST Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2400	Doc # 01-2025-1883		$20,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$100.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$30.00	
	276	Mortgage Tax Local		$0.00	
				$130.00	
			Receipt Total:	$130.00	
24266	9/5/2025	Mortgagor: HERRING REBECCA A Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2401	Doc # 01-2025-1884		$404,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,020.00	Union Vale
	260	Mortgage Tax MTA Share		$1,182.00	
	275	1-6 Family		$1,010.00	
	276	Mortgage Tax Local		$0.00	
				$4,212.00	
			Receipt Total:	$4,212.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24274	9/5/2025	Mortgagor: HUDSON JEFFREY D Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2402	Doc # 01-2025-52891		$800,000.00	1-2 Family Residence
	280	Mortgage Tax Held		$8,370.00	Other
				$8,370.00	
			Receipt Total:	$8,370.00	
24275	9/5/2025	Mortgagor: PENNINGTON SADE Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial # DQ2403	Doc # 01-2025-52892		$43,758.49	1-2 Family Residence
	250	Mortgage Tax County		$0.00	La Grange
	260	Mortgage Tax MTA Share		$0.00	La Grange
	275	1-6 Family		$0.00	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	
24277	9/5/2025	Mortgagor: GLORIOSO JAMES JR Mortgagee: TOTH VERA M			
	Serial # DQ2404	Doc # 01-2025-1885		$135,000.00	(NE) C.U. / Nat Pr
	250	Mortgage Tax County		$675.00	Wappinger
	260	Mortgage Tax MTA Share		$405.00	
	276	Mortgage Tax Local		$0.00	
				$1,080.00	
			Receipt Total:	$1,080.00	
24281	9/5/2025	Mortgagor: DOHANY ASHLEY Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-52895		$360,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,800.00	La Grange
	260	Mortgage Tax MTA Share		$1,050.00	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$2,850.00	
			Receipt Total:	$2,850.00	
24283	9/5/2025	Mortgagor: BELLIO ROBERT J Mortgagee: BELLIO ALLYSON J			
	Serial # DQ2405	Doc # 01-2025-1886		$300,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,500.00	East Fishkill
	260	Mortgage Tax MTA Share		$870.00	
	276	Mortgage Tax Local		$0.00	
				$2,370.00	
			Receipt Total:	$2,370.00	
24295	9/5/2025	Mortgagor: MERRITT EDWARD JOSEPH Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2406	Doc # 01-2025-1887		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Hyde Park

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
24309	9/5/2025	Mortgagor:	HAYES SARAH		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2407		Doc # 01-2025-1888	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Fishkill
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
24324	9/5/2025	Mortgagor:	NGUYEN HONG T		
		Mortgagee:	NEWREZ LLC		
	Serial # DQ2408		Doc # 01-2025-52896	$22,649.36	1-2 Family Residence
		250	Mortgage Tax County	$113.00	East Fishkill
		260	Mortgage Tax MTA Share	$37.80	East Fishkill
		275	1-6 Family	$56.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$207.30	
			Receipt Total:	$207.30	
24326	9/5/2025	Mortgagor:	TAYNTOR GERALD		
		Mortgagee:	UNITED WHOLESALE MORTGAGE LLC		
	Serial # DQ2409		Doc # 01-2025-52897	$284,747.00	1-2 Family Residence
		250	Mortgage Tax County	$1,423.50	Pleasant Valley
		260	Mortgage Tax MTA Share	$824.10	Pleasant Valley
		275	1-6 Family	$711.75	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$2,959.35	
			Receipt Total:	$2,959.35	
24331	9/5/2025	Mortgagor:	LOWY DAVID		
		Mortgagee:	UNITED WHOLESALE MORTGAGE LLC		
	Serial # DQ2410		Doc # 01-2025-52898	$408,800.00	1-2 Family Residence
		250	Mortgage Tax County	$2,044.00	Wappinger
		260	Mortgage Tax MTA Share	$1,196.40	Wappinger
		275	1-6 Family	$1,022.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$4,262.40	
			Receipt Total:	$4,262.40	
24344	9/5/2025	Mortgagor:	FENICHEL ISAIAH R		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2412		Doc # 01-2025-52899	$131,700.00	1-2 Family Residence
		250	Mortgage Tax County	$658.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$365.10	City of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$329.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,352.85	
			Receipt Total:	$1,352.85	
24346	9/5/2025	Mortgagor: KISTNER WILLIAM III			
		Mortgagee: HOMESTEAD FUNDING CORP			
		Serial # DQ2411	Doc # 01-2025-1890	$806,000.00	1-2 Family Residence
		250	Mortgage Tax County	$4,030.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$2,388.00	
		275	1-6 Family	$2,015.00	
		276	Mortgage Tax Local	$0.00	
				$8,433.00	
			Receipt Total:	$8,433.00	
24353	9/5/2025	Mortgagor: SZYMANSKI ROBERT A			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2413	Doc # 01-2025-1891	$75,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$375.00	Hyde Park
		260	Mortgage Tax MTA Share	$195.00	
		276	Mortgage Tax Local	$0.00	
				$570.00	
			Receipt Total:	$570.00	
24355	9/5/2025	Mortgagor: RICCI CHRISTOPHER			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2414	Doc # 01-2025-1892	$34,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$170.00	Beekman
		260	Mortgage Tax MTA Share	$72.00	
		276	Mortgage Tax Local	$0.00	
				$242.00	
			Receipt Total:	$242.00	
24357	9/5/2025	Mortgagor: DORAN THOMAS			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2415	Doc # 01-2025-1893	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Amenia
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
24361	9/5/2025	Mortgagor: CHENG HANNAH			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
		Serial # DQ2416	Doc # 01-2025-1894	$10,139.65	1-2 Family Residence
		250	Mortgage Tax County	$50.50	Clinton
		260	Mortgage Tax MTA Share	$0.30	
		275	1-6 Family	$25.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$76.05	
			Receipt Total:	$76.05	
24364	9/5/2025	Mortgagor: WALSH DAVID W			
		Mortgagee: KEYBANK NATL ASSOC			
	Serial # DQ2417		Doc # 01-2025-52901	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$420.00	Pleasant Valley
		275	1-6 Family	$375.00	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$1,545.00	
			Receipt Total:	$1,545.00	
24369	9/5/2025	Mortgagor: GONZALEZ HENRY NEFTALY MORALES			
		Mortgagee: COPPOLA PETER			
	Serial #		Doc # 01-2025-52902	$403,422.47	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,017.00	Washington
		260	Mortgage Tax MTA Share	$1,180.20	Washington
		276	Mortgage Tax Local	$0.00	Washington
				$3,197.20	
			Receipt Total:	$3,197.20	
24370	9/5/2025	Mortgagor: EDGEWORTH MEGAN			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2418		Doc # 01-2025-52903	$466,400.00	1-2 Family Residence
		250	Mortgage Tax County	$2,332.00	Union Vale
		260	Mortgage Tax MTA Share	$1,369.20	Union Vale
		275	1-6 Family	$1,166.00	Union Vale
		276	Mortgage Tax Local	$0.00	Union Vale
				$4,867.20	
			Receipt Total:	$4,867.20	
24373	9/5/2025	Mortgagor: HASSAN SAID			
		Mortgagee: COMMUNITY SAVINGS			
	Serial # DQ2419		Doc # 01-2025-52904	$325,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,627.50	La Grange
		260	Mortgage Tax MTA Share	$946.50	La Grange
		275	1-6 Family	$813.75	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$3,387.75	
			Receipt Total:	$3,387.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24375	9/5/2025	Mortgagor: CASTILLO ANA			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2420	Doc # 01-2025-52905		$325,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,625.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$945.00	Town of Poughkeepsie
	275	1-6 Family		$812.50	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$3,382.50	
			Receipt Total:	$3,382.50	
24382	9/5/2025	Mortgagor: GOLDBERGER JOSEPH			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2421	Doc # 01-2025-52906		$193,266.00	1-2 Family Residence
	250	Mortgage Tax County		$966.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$549.90	City of Poughkeepsie
	275	1-6 Family		$483.25	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$1,999.65	
			Receipt Total:	$1,999.65	
24383	9/5/2025	Mortgagor: KLEIN JOSEPH JURGEN			
		Mortgagee: TOTAL MORTGAGE SERVS LLC			
	Serial # DQ2422	Doc # 01-2025-1896		$423,368.00	1-2 Family Residence
	250	Mortgage Tax County		$2,117.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,240.20	
	275	1-6 Family		$1,058.50	
	276	Mortgage Tax Local		$0.00	
				$4,415.70	
			Receipt Total:	$4,415.70	
24385	9/5/2025	Mortgagor: DANDENEAU BRIAN M			
		Mortgagee: TD BANK NA			
	Serial # DQ2423	Doc # 01-2025-52907		$5,801.49	1-2 Family Residence
	250	Mortgage Tax County		$29.00	La Grange
	260	Mortgage Tax MTA Share		$0.00	La Grange
	275	1-6 Family		$14.50	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$43.50	
			Receipt Total:	$43.50	
24388	9/5/2025	Mortgagor: MOYA JOSELYN CORDERO			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2424	Doc # 01-2025-52908		$275,500.00	1-2 Family Residence
	250	Mortgage Tax County		$1,377.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$796.50	City of Poughkeepsie
	275	1-6 Family		$688.75	City of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$2,862.75	
			Receipt Total:	$2,862.75	
24389	9/5/2025	Mortgagor:	OLEDAN VIVIAN		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DQ2425		Doc # 01-2025-52909	$444,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,220.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,302.00	City of Poughkeepsie
		275	1-6 Family	$1,110.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$4,632.00	
			Receipt Total:	$4,632.00	
24390	9/5/2025	Mortgagor:	ROSTOMASHVILI LEILA		
		Mortgagee:	CROSSCOUNTRY MORTGAGE LLC		
	Serial # DQ2426		Doc # 01-2025-52910	$294,871.00	1-2 Family Residence
		250	Mortgage Tax County	$1,474.50	Dover
		260	Mortgage Tax MTA Share	$854.70	Dover
		275	1-6 Family	$737.25	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$3,066.45	
			Receipt Total:	$3,066.45	
24391	9/5/2025	Mortgagor:	GREGORY AUBREY		
		Mortgagee:	HUDSON VALLEY CREDIT UNION		
	Serial #		Doc # 01-2025-52911	$354,050.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,770.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,032.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$2,802.00	
			Receipt Total:	$2,802.00	
24396	9/5/2025	Mortgagor:	MACKEY BARBARA L		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2427		Doc # 01-2025-1897	$55,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$275.00	Hyde Park
		260	Mortgage Tax MTA Share	$135.00	
		276	Mortgage Tax Local	$0.00	
				$410.00	
			Receipt Total:	$410.00	
24399	9/5/2025	Mortgagor:	FERBER MERIDITH MICHELE		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2428		Doc # 01-2025-1898	$75,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$375.00	Rhinebeck

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$195.00	
		276	Mortgage Tax Local	$0.00	
				$570.00	
			Receipt Total:	$570.00	
24400	9/5/2025	Mortgagor:	CAPERS THOMAS EMANUEL JR		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-52912	$25,728.94	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
24406	9/5/2025	Mortgagor:	BUCKLIN JULIA T		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2429		Doc # 01-2025-1899	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Washington
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
24412	9/5/2025	Mortgagor:	SANCHEZ MANUEL M		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2430		Doc # 01-2025-1900	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	East Fishkill
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
24415	9/5/2025	Mortgagor:	RYAN EMILY		
		Mortgagee:	TEG FCU		
	Serial # DQ2431		Doc # 01-2025-1901	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	Beekman
		260	Mortgage Tax MTA Share	$150.00	
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
24416	9/5/2025	Mortgagor:	JAYCOX MARTHA G		
		Mortgagee:	TEG FCU		
	Serial # DQ2432		Doc # 01-2025-1902	$80,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$400.00	City of Beacon
		260	Mortgage Tax MTA Share	$210.00	
		276	Mortgage Tax Local	$0.00	
				$610.00	
			Receipt Total:	$610.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24417	9/5/2025	Mortgagor: MARTIN HENRY Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2433	Doc # 01-2025-1903		$198,000.00	1-2 Family Residence
	250	Mortgage Tax County		$990.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$564.00	
	275	1-6 Family		$495.00	
	276	Mortgage Tax Local		$0.00	
				$2,049.00	
			Receipt Total:	$2,049.00	
24420	9/5/2025	Mortgagor: REGALADO RUDY R Mortgagee: PENNYMAC LOAN SERVS LLC			
	Serial # DQ2434	Doc # 01-2025-1904		$403,880.00	1-2 Family Residence
	250	Mortgage Tax County		$2,019.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,181.70	
	275	1-6 Family		$1,009.75	
	276	Mortgage Tax Local		$0.00	
				$4,210.95	
			Receipt Total:	$4,210.95	
24423	9/8/2025	Mortgagor: KNOX LOUIS G JR Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2435	Doc # 01-2025-1905		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Dover
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
24426	9/8/2025	Mortgagor: HOAG JACQUELYN A Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2436	Doc # 01-2025-1906		$150,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$750.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$420.00	
	276	Mortgage Tax Local		$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
24427	9/8/2025	Mortgagor: DIPALO KEITH Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2437	Doc # 01-2025-1907		$250,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,250.00	Rhinebeck
	260	Mortgage Tax MTA Share		$720.00	
	276	Mortgage Tax Local		$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24429	9/8/2025	Mortgagor: RYAN THOMAS J Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2438	Doc # 01-2025-1908		$150,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$750.00	East Fishkill
	260	Mortgage Tax MTA Share		$420.00	
	276	Mortgage Tax Local		$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
24430	9/8/2025	Mortgagor: ESPINOSA JOSELITO S Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2439	Doc # 01-2025-1909		$180,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$900.00	Fishkill
	260	Mortgage Tax MTA Share		$510.00	
	276	Mortgage Tax Local		$0.00	
				$1,410.00	
			Receipt Total:	$1,410.00	
24431	9/8/2025	Mortgagor: DEVLIN EDWARD W IV Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2440	Doc # 01-2025-1910		$85,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$425.00	Beekman
	260	Mortgage Tax MTA Share		$225.00	
	276	Mortgage Tax Local		$0.00	
				$650.00	
			Receipt Total:	$650.00	
24432	9/8/2025	Mortgagor: CASSIDY KAYLA Mortgagee: TOTAL MORTGAGE SERVICES LLC			
	Serial # DQ2442	Doc # 01-2025-52914		$380,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,900.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,110.00	East Fishkill
	275	1-6 Family		$950.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$3,960.00	
			Receipt Total:	$3,960.00	
24434	9/8/2025	Mortgagor: ETKIN MICHAEL A Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2441	Doc # 01-2025-1911		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	East Fishkill
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24435	9/8/2025	Mortgagor: VISBECK ANTHONY J Mortgagee: LOANDEPOT COM LLC			
	Serial # DQ2443	Doc # 01-2025-52915		$222,832.00	1-2 Family Residence
	250	Mortgage Tax County		$1,114.00	Hyde Park
	260	Mortgage Tax MTA Share		$638.40	Hyde Park
	275	1-6 Family		$557.00	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$2,309.40	
			Receipt Total:	$2,309.40	
24440	9/8/2025	Mortgagor: SAYEGH DAVID Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2444	Doc # 01-2025-1912		$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,000.00	East Fishkill
	260	Mortgage Tax MTA Share		$570.00	
	276	Mortgage Tax Local		$0.00	
				$1,570.00	
			Receipt Total:	$1,570.00	
24450	9/8/2025	Mortgagor: JACKMAN CYNTHIA M Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2445	Doc # 01-2025-1913		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	
24451	9/8/2025	Mortgagor: POCKETT MARTHA M Mortgagee: POINT TITLING TRUST			
	Serial # DQ2447	Doc # 01-2025-52916		$55,000.00	1-2 Family Residence
	250	Mortgage Tax County		$275.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$135.00	Pleasant Valley
	275	1-6 Family		$137.50	Pleasant Valley
	276	Mortgage Tax Local		$0.00	Pleasant Valley
				$547.50	
			Receipt Total:	$547.50	
24452	9/8/2025	Mortgagor: YEAGER MICHELLE Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2446	Doc # 01-2025-1914		$468,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,340.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,374.00	
	275	1-6 Family		$1,170.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$4,884.00	
			Receipt Total:	$4,884.00	
24455	9/8/2025	Mortgagor: STAATS ERIC R			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2448		Doc # 01-2025-1915	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	Wappinger
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
24464	9/8/2025	Mortgagor: BRAND BRENDAN M			
		Mortgagee: NATIONWIDE MORTGAGE BANKERS INC			
	Serial # DQ2449		Doc # 01-2025-1916	$508,250.00	1-2 Family Residence
		250	Mortgage Tax County	$2,541.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$1,494.60	
		275	1-6 Family	$1,270.50	
		276	Mortgage Tax Local	$0.00	
				$5,306.10	
			Receipt Total:	$5,306.10	
24470	9/8/2025	Mortgagor: BARRY LAUREN ANNE			
		Mortgagee: PRIMELENDING			
	Serial # DQ2450		Doc # 01-2025-1917	$382,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,912.50	Wappinger
		260	Mortgage Tax MTA Share	$1,117.50	
		275	1-6 Family	$956.25	
		276	Mortgage Tax Local	$0.00	
				$3,986.25	
			Receipt Total:	$3,986.25	
24473	9/8/2025	Mortgagor: HIGGINS PAUL			
		Mortgagee: ULSTER SAVINGS BANK			
	Serial # DQ2451		Doc # 01-2025-1918	$75,000.00	1-2 Family Residence
		250	Mortgage Tax County	$375.00	Rhinebeck
		260	Mortgage Tax MTA Share	$195.00	
		275	1-6 Family	$187.50	
		276	Mortgage Tax Local	$0.00	
				$757.50	
			Receipt Total:	$757.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24476	9/8/2025	Mortgagor: LEONARD CAITLIN M Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2452	Doc # 01-2025-1919		$375,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,875.00	Beekman
	260	Mortgage Tax MTA Share		$1,095.00	
	275	1-6 Family		$937.50	
	276	Mortgage Tax Local		$0.00	
				$3,907.50	
			Receipt Total:	$3,907.50	
24478	9/8/2025	Mortgagor: RUBBO MICHAEL J Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2453	Doc # 01-2025-1920		$24,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$120.00	Union Vale
	260	Mortgage Tax MTA Share		$42.00	
	276	Mortgage Tax Local		$0.00	
				$162.00	
			Receipt Total:	$162.00	
24479	9/8/2025	Mortgagor: DINUNZIO AMY D Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2454	Doc # 01-2025-1921		$113,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$565.00	Wappinger
	260	Mortgage Tax MTA Share		$309.00	
	276	Mortgage Tax Local		$0.00	
				$874.00	
			Receipt Total:	$874.00	
24481	9/8/2025	Mortgagor: GROSSO CARL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2455	Doc # 01-2025-1922		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Fishkill
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
24482	9/8/2025	Mortgagor: DISTEFANO LAURA A Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2456	Doc # 01-2025-1923		$61,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$305.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$153.00	
	276	Mortgage Tax Local		$0.00	
				$458.00	
			Receipt Total:	$458.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24483	9/8/2025	Mortgagor: JOHNSON ROBERT H Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2457	Doc # 01-2025-1924		$120,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$600.00	Wappinger
	260	Mortgage Tax MTA Share		$330.00	
	276	Mortgage Tax Local		$0.00	
				$930.00	
			Receipt Total:	$930.00	
24497	9/8/2025	Mortgagor: WILEY SCOTT L Mortgagee: US BANK NATL ASSOC			
	Serial # DQ2458	Doc # 01-2025-52917		$9,032.96	1-2 Family Residence
	250	Mortgage Tax County		$45.00	East Fishkill
	260	Mortgage Tax MTA Share		$0.00	East Fishkill
	275	1-6 Family		$22.50	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$67.50	
			Receipt Total:	$67.50	
24499	9/8/2025	Mortgagor: CURTIN ROBERT Mortgagee: CITIZENS BANK NA			
	Serial # DQ2459	Doc # 01-2025-52918		$200,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,000.00	Fishkill
	260	Mortgage Tax MTA Share		$570.00	Fishkill
	275	1-6 Family		$500.00	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$2,070.00	
			Receipt Total:	$2,070.00	
24500	9/8/2025	Mortgagor: CALLAHAN JOHN WESLEY Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2460	Doc # 01-2025-52919		$645,000.00	1-2 Family Residence
	250	Mortgage Tax County		$3,225.00	Rhinebeck
	260	Mortgage Tax MTA Share		$1,905.00	Rhinebeck
	275	1-6 Family		$1,612.50	Rhinebeck
	276	Mortgage Tax Local		$0.00	Rhinebeck
				$6,742.50	
			Receipt Total:	$6,742.50	
24501	9/8/2025	Mortgagor: COSTA JOHN Mortgagee: TOMPKINS COMMUNITY BANK			
	Serial # DQ2461	Doc # 01-2025-52920		$150,000.00	1-2 Family Residence
	250	Mortgage Tax County		$750.00	Fishkill
	260	Mortgage Tax MTA Share		$420.00	Fishkill
	275	1-6 Family		$375.00	Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,545.00	
			Receipt Total:	$1,545.00	
24503	9/8/2025	Mortgagor: IMBESI ROCCO			
		Mortgagee: TOTAL MORTGAGE SERVICES LLC			
		Serial # DQ2462	Doc # 01-2025-52921	$457,875.00	1-2 Family Residence
		250	Mortgage Tax County	$2,289.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,343.70	Town of Poughkeepsie
		275	1-6 Family	$1,144.75	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$4,777.95	
			Receipt Total:	$4,777.95	
24504	9/8/2025	Mortgagor: NELSON DANIEL A			
		Mortgagee: PROSPERITY HOME MORTGAGE LLC			
		Serial # DQ2463	Doc # 01-2025-52922	$445,250.00	1-2 Family Residence
		250	Mortgage Tax County	$2,226.00	Pawling
		260	Mortgage Tax MTA Share	$1,305.60	Pawling
		275	1-6 Family	$1,113.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$4,644.60	
			Receipt Total:	$4,644.60	
24506	9/8/2025	Mortgagor: PETER J JACOBY TRUST			
		Mortgagee: TD BANK NA			
		Serial # DQ2464	Doc # 01-2025-52923	$300,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,500.00	Pawling
		260	Mortgage Tax MTA Share	$870.00	Pawling
		275	1-6 Family	$750.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$3,120.00	
			Receipt Total:	$3,120.00	
24508	9/8/2025	Mortgagor: HALL CHARLES WILLIAM			
		Mortgagee: TOLL BROTHERS MORTGAGE CO			
		Serial # DQ2465	Doc # 01-2025-52924	$257,735.00	1-2 Family Residence
		250	Mortgage Tax County	$1,288.50	Fishkill
		260	Mortgage Tax MTA Share	$743.10	Fishkill
		275	1-6 Family	$644.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$2,675.85	
			Receipt Total:	$2,675.85	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24512	9/8/2025	Mortgagor: BINASO ROSE TUCKER Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2466	Doc # 01-2025-52925		$318,400.00	1-2 Family Residence
	250	Mortgage Tax County		$1,592.00	Beekman
	260	Mortgage Tax MTA Share		$925.20	Beekman
	275	1-6 Family		$796.00	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$3,313.20	
			Receipt Total:	$3,313.20	
24513	9/8/2025	Mortgagor: GRANT THOMAS R Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2467	Doc # 01-2025-52926		$87,000.00	1-2 Family Residence
	250	Mortgage Tax County		$435.00	East Fishkill
	260	Mortgage Tax MTA Share		$231.00	East Fishkill
	275	1-6 Family		$217.50	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$883.50	
			Receipt Total:	$883.50	
24514	9/8/2025	Mortgagor: RODAS WESLEY Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-52927		$62,903.80	No Tax / Serial #
	250	Mortgage Tax County		$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
24528	9/8/2025	Mortgagor: WOODARD STACIE Mortgagee: PRIMELENDING			
	Serial # DQ2468	Doc # 01-2025-1925		$150,000.00	1-2 Family Residence
	250	Mortgage Tax County		$750.00	Dover
	260	Mortgage Tax MTA Share		$420.00	
	275	1-6 Family		$375.00	
	276	Mortgage Tax Local		$0.00	
				$1,545.00	
			Receipt Total:	$1,545.00	
24531	9/9/2025	Mortgagor: STRANG ALLEN R Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2469	Doc # 01-2025-1927		$70,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$350.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$180.00	
	276	Mortgage Tax Local		$0.00	
				$530.00	
			Receipt Total:	$530.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24532	9/9/2025	Mortgagor: HIGGINS GREGORY K Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2470	Doc # 01-2025-1928		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
24538	9/9/2025	Mortgagor: KOLACHIK MARK P Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2471	Doc # 01-2025-1929		$139,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$695.00	La Grange
	260	Mortgage Tax MTA Share		$387.00	
	276	Mortgage Tax Local		$0.00	
				$1,082.00	
			Receipt Total:	$1,082.00	
24544	9/9/2025	Mortgagor: 15 JOHNSON LANE LLC Mortgagee: 154 WOODWORTH AVE LLC			
	Serial # DQ2472	Doc # 01-2025-52928		$175,000.00	1-2 Family Residence
	250	Mortgage Tax County		$875.00	Washington
	260	Mortgage Tax MTA Share		$495.00	Washington
	275	1-6 Family		$437.50	Washington
	276	Mortgage Tax Local		$0.00	Washington
				$1,807.50	
			Receipt Total:	$1,807.50	
24546	9/9/2025	Mortgagor: ZHANG MIN Mortgagee: METRO CITY BANK.			
	Serial # DQ2473	Doc # 01-2025-52929		$156,000.00	1-2 Family Residence
	250	Mortgage Tax County		$780.00	Wappinger
	260	Mortgage Tax MTA Share		$438.00	Wappinger
	275	1-6 Family		$390.00	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$1,608.00	
			Receipt Total:	$1,608.00	
24549	9/9/2025	Mortgagor: BECKLEY RYAN Mortgagee: MANUFACTURERS & TRADERS TRUST CO			
	Serial # DQ2474	Doc # 01-2025-52930		$100,000.00	1-2 Family Residence
	250	Mortgage Tax County		$500.00	Beekman
	260	Mortgage Tax MTA Share		$270.00	Beekman
	275	1-6 Family		$250.00	Beekman

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Beekman
				$1,020.00	
			Receipt Total:	$1,020.00	
24555	9/9/2025	Mortgagor:	WOJTAK KENNETH K		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DQ2475		Doc # 01-2025-52931	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$270.00	Town of Poughkeepsie
		275	1-6 Family	$250.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,020.00	
			Receipt Total:	$1,020.00	
24565	9/9/2025	Mortgagor:	HUBER JENNIFER D		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DQ2476		Doc # 01-2025-52932	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$270.00	Pleasant Valley
		275	1-6 Family	$250.00	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$1,020.00	
			Receipt Total:	$1,020.00	
24567	9/9/2025	Mortgagor:	GALLAGHER MARY		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2477		Doc # 01-2025-52933	$308,700.00	1-2 Family Residence
		250	Mortgage Tax County	$1,543.50	East Fishkill
		260	Mortgage Tax MTA Share	$896.10	East Fishkill
		275	1-6 Family	$771.75	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,211.35	
			Receipt Total:	$3,211.35	
24574	9/9/2025	Mortgagor:	WESTCHESTER COUNTY HEALTH CARE CORP		
		Mortgagee:	US BANK TRUST CO NATL ASSOC		
	Serial #		Doc # 01-2025-52934	$305,000,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Town of Poughkeepsie
				$0.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24574	9/9/2025	Mortgagor:	WESTCHESTER COUNTY HEALTH CARE CORP		
		Mortgagee:	US BANK TRUST CO NATL ASSOC		
	Serial #		Doc # 01-2025-52935	$175,000,000.00	No Tax / Serial #
	250		Mortgage Tax County	$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
24587	9/9/2025	Mortgagor:	COLE DERK A L		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-52936	$95,328.09	No Tax / Serial #
	250		Mortgage Tax County	$0.00	Fishkill
				$0.00	
			Receipt Total:	$0.00	
24589	9/9/2025	Mortgagor:	MEDINA CHRISTIAN		
		Mortgagee:	MUNICIPAL CREDIT UNION		
	Serial #		Doc # 01-2025-52938	$624,800.00	(E) CR Un/Nat Pr
	250		Mortgage Tax County	$3,124.00	Fishkill
	260		Mortgage Tax MTA Share	$1,844.40	Fishkill
	276		Mortgage Tax Local	$0.00	Fishkill
				$4,968.40	
			Receipt Total:	$4,968.40	
24590	9/9/2025	Mortgagor:	GEARHART JOHN		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DQ2478		Doc # 01-2025-52939	$232,000.00	1-2 Family Residence
	250		Mortgage Tax County	$1,160.00	Washington
	260		Mortgage Tax MTA Share	$666.00	Washington
	275		1-6 Family	$580.00	Washington
	276		Mortgage Tax Local	$0.00	Washington
				$2,406.00	
			Receipt Total:	$2,406.00	
24595	9/9/2025	Mortgagor:	ASQUITH LORI S		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DQ2479		Doc # 01-2025-52940	$120,750.00	1-2 Family Residence
	250		Mortgage Tax County	$603.50	Pawling
	260		Mortgage Tax MTA Share	$332.10	Pawling
	275		1-6 Family	$301.75	Pawling
	276		Mortgage Tax Local	$0.00	Pawling
				$1,237.35	
			Receipt Total:	$1,237.35	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24600	9/9/2025	Mortgagor: DIAZ JESUS V Mortgagee: BANK OF AMERICA NA			
	Serial # DQ2480	Doc # 01-2025-1930		$259,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,295.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$747.00	
	275	1-6 Family		$647.50	
	276	Mortgage Tax Local		$0.00	
				$2,689.50	
			Receipt Total:	$2,689.50	
24607	9/9/2025	Mortgagor: THEISS ROSA Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2481	Doc # 01-2025-52941		$112,000.00	1-2 Family Residence
	250	Mortgage Tax County		$560.00	Hyde Park
	260	Mortgage Tax MTA Share		$306.00	Hyde Park
	275	1-6 Family		$280.00	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$1,146.00	
			Receipt Total:	$1,146.00	
24609	9/9/2025	Mortgagor: RAMPUTI STEVEN Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2482	Doc # 01-2025-52942		$132,000.00	1-2 Family Residence
	250	Mortgage Tax County		$660.00	Beekman
	260	Mortgage Tax MTA Share		$366.00	Beekman
	275	1-6 Family		$330.00	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$1,356.00	
			Receipt Total:	$1,356.00	
24613	9/9/2025	Mortgagor: MARTIN ROBERT JOHN Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2483	Doc # 01-2025-52943		$400,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,000.00	Wappinger
	260	Mortgage Tax MTA Share		$1,170.00	Wappinger
	275	1-6 Family		$1,000.00	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$4,170.00	
			Receipt Total:	$4,170.00	
24615	9/9/2025	Mortgagor: POWELL CHRISTOPHER Mortgagee: HOMETAP EQUITY PARTNERS LLC			
	Serial # DQ2484	Doc # 01-2025-52944		$103,016.00	1-2 Family Residence
	250	Mortgage Tax County		$515.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$279.00	Town of Poughkeepsie
	275	1-6 Family		$257.50	Town of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,051.50	
			Receipt Total:	$1,051.50	
24617	9/9/2025	Mortgagor: MCCAFFREY ADAM			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2485		Doc # 01-2025-1931	$396,825.00	1-2 Family Residence
		250	Mortgage Tax County	$1,984.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,160.40	
		275	1-6 Family	$992.00	
		276	Mortgage Tax Local	$0.00	
				$4,136.40	
			Receipt Total:	$4,136.40	
24618	9/9/2025	Mortgagor: SARACINO AMBER			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2486		Doc # 01-2025-52945	$109,000.00	1-2 Family Residence
		250	Mortgage Tax County	$545.00	Rhinebeck
		260	Mortgage Tax MTA Share	$297.00	Rhinebeck
		275	1-6 Family	$272.50	Rhinebeck
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$1,114.50	
			Receipt Total:	$1,114.50	
24620	9/9/2025	Mortgagor: ROYAL QUEEN ESTATES LLC			
		Mortgagee: CAKE MORTGAGE CORP			
	Serial # DQ2487		Doc # 01-2025-52946	$243,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,218.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$701.10	City of Poughkeepsie
		275	1-6 Family	$609.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$2,528.85	
			Receipt Total:	$2,528.85	
24621	9/9/2025	Mortgagor: CRESS JILL			
		Mortgagee: RHINEBECK BANK			
	Serial # DQ2488		Doc # 01-2025-52947	$1,075,000.00	1-2 Family Residence
		250	Mortgage Tax County	$5,375.00	Hyde Park
		260	Mortgage Tax MTA Share	$3,195.00	Hyde Park
		275	1-6 Family	$2,687.50	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$11,257.50	
			Receipt Total:	$11,257.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24624	9/9/2025	Mortgagor: AZEEZ SULAIMAN Mortgagee: CITIZENS BANK NA			
	Serial # DQ2489	Doc # 01-2025-52948		$200,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,000.00	East Fishkill
	260	Mortgage Tax MTA Share		$570.00	East Fishkill
	275	1-6 Family		$500.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$2,070.00	
			Receipt Total:	$2,070.00	
24630	9/9/2025	Mortgagor: QUINDE LUIS JARAMA Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2490	Doc # 01-2025-52949		$289,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,445.00	Wappinger
	260	Mortgage Tax MTA Share		$837.00	Wappinger
	275	1-6 Family		$722.50	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$3,004.50	
			Receipt Total:	$3,004.50	
24640	9/9/2025	Mortgagor: AGOSTINELLI JAMES C Mortgagee: TD BANK NA			
	Serial # DQ2491	Doc # 01-2025-52950		$79,000.00	1-2 Family Residence
	250	Mortgage Tax County		$395.00	Wappinger
	260	Mortgage Tax MTA Share		$207.00	Wappinger
	275	1-6 Family		$197.50	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$799.50	
			Receipt Total:	$799.50	
24641	9/9/2025	Mortgagor: KANE JOSEPH TAYLOR Mortgagee: PRIMELENDING			
	Serial # DQ2492	Doc # 01-2025-52951		$287,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,435.00	Hyde Park
	260	Mortgage Tax MTA Share		$831.00	Hyde Park
	275	1-6 Family		$717.50	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$2,983.50	
			Receipt Total:	$2,983.50	
24726	9/10/2025	Mortgagor: LAMPELL ARIEL Mortgagee: ULSTER SAVINGS BANK			
	Serial # DQ2493	Doc # 01-2025-1934		$297,500.00	1-2 Family Residence
	250	Mortgage Tax County		$1,487.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$862.50	
	275	1-6 Family		$743.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,093.75	
			Receipt Total:	$3,093.75	
24729	9/10/2025	Mortgagor:	POUGHKEEPSIE PLAZA MALL LLC		
		Mortgagee:	NASSAU CORAMERICA LOAN CO LLC		
	Serial # DQ2494		Doc # 01-2025-52952	$3,017,825.76	(NE) Commercial
		250	Mortgage Tax County	$15,089.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$9,053.40	Town of Poughkeepsie
		270	SONYMA	$7,544.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$31,686.90	
			Receipt Total:	$31,686.90	
24735	9/10/2025	Mortgagor:	KOTTKA MICHAEL		
		Mortgagee:	ADVISORS MORTGAGE GROUP LLC		
	Serial # DQ2495		Doc # 01-2025-52957	$468,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,340.00	Clinton
		260	Mortgage Tax MTA Share	$1,374.00	Clinton
		275	1-6 Family	$1,170.00	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$4,884.00	
			Receipt Total:	$4,884.00	
24736	9/10/2025	Mortgagor:	VONDERAU MARTIN P JR		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DQ2496		Doc # 01-2025-52958	$320,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,600.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$930.00	Town of Poughkeepsie
		275	1-6 Family	$800.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3,330.00	
			Receipt Total:	$3,330.00	
24771	9/10/2025	Mortgagor:	TEG FCU		
		Mortgagee:	M M G PROPERTIES LLC		
	Serial # DQ2497		Doc # 01-2025-1935	$0.00	Corr / Re-Rec / Col. Sec.
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
24774	9/10/2025	Mortgagor:	CIARDI JOSEPH V		
		Mortgagee:	RONDOUT SVGS BANK		
	Serial # DQ2498		Doc # 01-2025-1936	$250,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,250.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$720.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$625.00	
		276	Mortgage Tax Local	$0.00	
				$2,595.00	
			Receipt Total:	$2,595.00	
24776	9/10/2025	Mortgagor:	CIPRIANI VERONICA A		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2499		Doc # 01-2025-1937	$20,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$100.00	Beekman
		260	Mortgage Tax MTA Share	$30.00	
		276	Mortgage Tax Local	$0.00	
				$130.00	
			Receipt Total:	$130.00	
24777	9/10/2025	Mortgagor:	DASCANIO THOMAS		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2500		Doc # 01-2025-1938	$35,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	Amenia
		260	Mortgage Tax MTA Share	$75.00	
		276	Mortgage Tax Local	$0.00	
				$250.00	
			Receipt Total:	$250.00	
24779	9/10/2025	Mortgagor:	GONZALEZ SARAH		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2501		Doc # 01-2025-1939	$375,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,875.00	Washington
		260	Mortgage Tax MTA Share	$1,095.00	
		276	Mortgage Tax Local	$0.00	
				$2,970.00	
			Receipt Total:	$2,970.00	
24788	9/10/2025	Mortgagor:	VILLANI ANDREW		
		Mortgagee:	ULSTER SAVINGS BANK		
	Serial # DQ2502		Doc # 01-2025-52959	$336,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,680.00	Hyde Park
		260	Mortgage Tax MTA Share	$978.00	Hyde Park
		275	1-6 Family	$840.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$3,498.00	
			Receipt Total:	$3,498.00	
24789	9/10/2025	Mortgagor:	YE YIQUN		
		Mortgagee:	SUMMIT MORTGAGE BANKERS INC		
	Serial # DQ2504		Doc # 01-2025-1940	$311,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,557.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$904.50	
		275	1-6 Family	$778.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,240.75	
			Receipt Total:	$3,240.75	
24790	9/10/2025	Mortgagor: STEFICEK SPENCER			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2505		Doc # 01-2025-52960	$195,000.00	1-2 Family Residence
		250	Mortgage Tax County	$975.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$555.00	Town of Poughkeepsie
		275	1-6 Family	$487.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,017.50	
			Receipt Total:	$2,017.50	
24792	9/10/2025	Mortgagor: DOUGLAS CPK LLC			
		Mortgagee: RONDOUT SVGS BANK			
	Serial # DQ2503		Doc # 01-2025-1941	$700,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,500.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$2,070.00	
		275	1-6 Family	$1,750.00	
		276	Mortgage Tax Local	$0.00	
				$7,320.00	
			Receipt Total:	$7,320.00	
24793	9/10/2025	Mortgagor: BERKES THOMAS			
		Mortgagee: HOMETAP EQUITY PARTNERS LLC			
	Serial # DQ2506		Doc # 01-2025-52961	$61,000.00	1-2 Family Residence
		250	Mortgage Tax County	$305.00	Dover
		260	Mortgage Tax MTA Share	$153.00	Dover
		275	1-6 Family	$152.50	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$610.50	
			Receipt Total:	$610.50	
24795	9/10/2025	Mortgagor: MERRILL RICHARD			
		Mortgagee: PENNYMAC LOAN SERVICES LLC			
	Serial # DQ2508		Doc # 01-2025-52962	$806,500.00	1-2 Family Residence
		250	Mortgage Tax County	$4,032.50	Pawling
		260	Mortgage Tax MTA Share	$2,389.50	Pawling
		275	1-6 Family	$2,016.25	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$8,438.25	
			Receipt Total:	$8,438.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24796	9/10/2025	Mortgagor: FIRST PROPERTIES INC			
		Mortgagee: THOMAS CRAIG			
	Serial # DQ2507		Doc # 01-2025-1943	$150,000.00	(NE) Commercial
		276	Mortgage Tax Local	$0.00	
		270	SONYMA	$375.00	
		260	Mortgage Tax MTA Share	$450.00	
		250	Mortgage Tax County	$750.00	City of Poughkeepsie
				$1,575.00	
			Receipt Total:	$1,575.00	
24801	9/10/2025	Mortgagor: ORTIZ DENISSE TURBIDES			
		Mortgagee: TEG FCU			
	Serial # DQ2509		Doc # 01-2025-1944	$205,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,025.00	Wappinger
		260	Mortgage Tax MTA Share	$585.00	
		276	Mortgage Tax Local	$0.00	
				$1,610.00	
24801	9/10/2025	Mortgagor: ORTIZ DENISSE TURBIDES			
		Mortgagee: TEG FCU			
	Serial # DQ2510		Doc # 01-2025-1945	$10,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$50.00	Wappinger
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$50.00	
			Receipt Total:	$1,660.00	
24802	9/10/2025	Mortgagor: 782 OLD ROUTE 22 LLC			
		Mortgagee: M&T BANK			
	Serial # DQ2511		Doc # 01-2025-52963	$243,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,218.50	Amenia
		260	Mortgage Tax MTA Share	$701.10	Amenia
		275	1-6 Family	$609.25	Amenia
		276	Mortgage Tax Local	$0.00	Amenia
				$2,528.85	
			Receipt Total:	$2,528.85	
24804	9/10/2025	Mortgagor: MOVIL DEVELOPMENT CORP			
		Mortgagee: NBT BANK NATL ASSOC			
	Serial # DQ2512		Doc # 01-2025-52966	$190,935.64	(NE) Commercial
		250	Mortgage Tax County	$954.50	City of Beacon
		260	Mortgage Tax MTA Share	$572.70	City of Beacon
		270	SONYMA	$477.25	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$2,004.45	
24804	9/10/2025	Mortgagor: MOVIL DEVELOPMENT CORP			
		Mortgagee: NBT BANK NATL ASSOC			
	Serial # DQ2513		Doc # 01-2025-52969	$500,000.00	(NE) Commercial
		250	Mortgage Tax County	$2,500.00	City of Beacon

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$1,500.00	City of Beacon
		270	SONYMA	$1,250.00	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$5,250.00	
			Receipt Total:	$7,254.45	
24805	9/10/2025	Mortgagor:	LAGRANGE RE HOLDING LLC		
		Mortgagee:	LABRUZZO GINO		
	Serial # DQ2514		Doc # 01-2025-52970	$650,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,250.00	La Grange
		260	Mortgage Tax MTA Share	$1,920.00	La Grange
		275	1-6 Family	$1,625.00	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$6,795.00	
			Receipt Total:	$6,795.00	
24809	9/11/2025	Mortgagor:	CMK2 VESTAL LLC		
		Mortgagee:	CAPITAL ONE NATL ASSOC		
	Serial # DQ2515		Doc # 01-2025-1946	$13,267,966.00	(NE) Commercial
		280	Mortgage Tax Held	$139,314.00	Other
				$139,314.00	
			Receipt Total:	$139,314.00	
24813	9/11/2025	Mortgagor:	SECOR ALISON		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2516		Doc # 01-2025-1949	$100,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$270.00	
		250	Mortgage Tax County	$500.00	Town of Poughkeepsie
				$770.00	
			Receipt Total:	$770.00	
24814	9/11/2025	Mortgagor:	GIOVINAZZO NICOLE		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DQ2517		Doc # 01-2025-1950	$850,000.00	Corr / Re-Rec / Col. Sec.
		250	Mortgage Tax County	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	
24816	9/11/2025	Mortgagor:	BALOGH DAVID S		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2518		Doc # 01-2025-1951	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	City of Beacon
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24817	9/11/2025	Mortgagor: TATOR HOUSE LLC			
		Mortgagee: EASY STREET CAPITAL LLC			
	Serial # DQ2519	Doc # 01-2025-52972		$204,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,020.00	Rhinebeck
	260	Mortgage Tax MTA Share		$582.00	Rhinebeck
	275	1-6 Family		$510.00	Rhinebeck
	276	Mortgage Tax Local		$0.00	Rhinebeck
				$2,112.00	
			Receipt Total:	$2,112.00	
24823	9/11/2025	Mortgagor: RAMIREZ JOSE GARCIA			
		Mortgagee: TOTAL MORTGAGE SERVICES LLC			
	Serial # DQ2521	Doc # 01-2025-52973		$337,500.00	1-2 Family Residence
	250	Mortgage Tax County		$1,687.50	Amenia
	260	Mortgage Tax MTA Share		$982.50	Amenia
	275	1-6 Family		$843.75	Amenia
	276	Mortgage Tax Local		$0.00	Amenia
				$3,513.75	
			Receipt Total:	$3,513.75	
24824	9/11/2025	Mortgagor: JUAREZ DARWIN X MOROCHO			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2520	Doc # 01-2025-1952		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	
24826	9/11/2025	Mortgagor: WHITE JESSICA			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2522	Doc # 01-2025-1953		$157,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$785.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$441.00	
	276	Mortgage Tax Local		$0.00	
				$1,226.00	
			Receipt Total:	$1,226.00	
24828	9/11/2025	Mortgagor: MICHALIK MARTIN			
		Mortgagee: PROSPERITY HOME MORTGAGE LLC			
	Serial # DQ2523	Doc # 01-2025-1954		$444,500.00	1-2 Family Residence
	250	Mortgage Tax County		$2,222.50	East Fishkill
	260	Mortgage Tax MTA Share		$1,303.50	
	275	1-6 Family		$1,111.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$4,637.25	
			Receipt Total:	$4,637.25	
24834	9/11/2025	Mortgagor:	MONACO STEVEN		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2524		Doc # 01-2025-1955	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Wappinger
		260	Mortgage Tax MTA Share	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
24835	9/11/2025	Mortgagor:	WRAY KEMOAH		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DQ2525		Doc # 01-2025-52976	$125,000.00	1-2 Family Residence
		250	Mortgage Tax County	$625.00	Amenia
		260	Mortgage Tax MTA Share	$345.00	Amenia
		275	1-6 Family	$312.50	Amenia
		276	Mortgage Tax Local	$0.00	Amenia
				$1,282.50	
			Receipt Total:	$1,282.50	
24839	9/11/2025	Mortgagor:	1179 MAIN STREET LLC		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DQ2526		Doc # 01-2025-52977	$100,000.00	(NE) Commercial
		250	Mortgage Tax County	$500.00	Fishkill
		260	Mortgage Tax MTA Share	$300.00	Fishkill
		270	SONYMA	$250.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,050.00	
			Receipt Total:	$1,050.00	
24844	9/11/2025	Mortgagor:	MURRAY EDWARD B JR		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2025-52979	$34,954.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$75.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$250.00	
			Receipt Total:	$250.00	
24846	9/11/2025	Mortgagor:	WOOD JON A		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2527		Doc # 01-2025-1956	$25,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$125.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$45.00	
		276	Mortgage Tax Local	$0.00	
				$170.00	
			Receipt Total:	$170.00	
24849	9/11/2025	Mortgagor:	DTC PROPERTIES INC		
		Mortgagee:	TEG FCU		
	Serial # DQ2528		Doc # 01-2025-52980	$403,399.25	(NE) Commercial
		250	Mortgage Tax County	$2,017.00	La Grange
		260	Mortgage Tax MTA Share	$1,210.20	La Grange
		270	SONYMA	$1,008.50	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$4,235.70	
			Receipt Total:	$4,235.70	
24855	9/11/2025	Mortgagor:	ROSS LINDA C		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2529		Doc # 01-2025-1957	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	City of Beacon
		260	Mortgage Tax MTA Share	$150.00	
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
24856	9/11/2025	Mortgagor:	ODOUGHERTY NEIL		
		Mortgagee:	CITIBANK NA		
	Serial # DQ2530		Doc # 01-2025-1958	$320,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,600.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$930.00	
		275	1-6 Family	$800.00	
		276	Mortgage Tax Local	$0.00	
				$3,330.00	
			Receipt Total:	$3,330.00	
24858	9/11/2025	Mortgagor:	RIZZO SUSAN		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2531		Doc # 01-2025-1959	$250,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$720.00	
		250	Mortgage Tax County	$1,250.00	Hyde Park
				$1,970.00	
			Receipt Total:	$1,970.00	
24861	9/11/2025	Mortgagor:	SPERO MARC L		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2532		Doc # 01-2025-1960	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Hyde Park
		260	Mortgage Tax MTA Share	$420.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
24862	9/11/2025	Mortgagor:	MURPHY DANIEL J JR		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2534		Doc # 01-2025-1961	$500,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,500.00	La Grange
		260	Mortgage Tax MTA Share	$1,470.00	
		276	Mortgage Tax Local	$0.00	
				$3,970.00	
			Receipt Total:	$3,970.00	
24863	9/11/2025	Mortgagor:	LAWLOR ROGER M		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2535		Doc # 01-2025-1962	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
24872	9/11/2025	Mortgagor:	RITTNER FLORA		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DQ2537		Doc # 01-2025-1963	$723,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,615.00	Stanford
		260	Mortgage Tax MTA Share	$2,139.00	
		275	1-6 Family	$1,807.50	
		276	Mortgage Tax Local	$0.00	
				$7,561.50	
			Receipt Total:	$7,561.50	
24873	9/11/2025	Mortgagor:	MARKER DAVID J		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2538		Doc # 01-2025-1964	$111,300.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$556.50	Hyde Park
		260	Mortgage Tax MTA Share	$303.90	
		276	Mortgage Tax Local	$0.00	
				$860.40	
			Receipt Total:	$860.40	
24874	9/11/2025	Mortgagor:	SIMONE LEANNE		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2539		Doc # 01-2025-1965	$71,800.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$359.00	Union Vale
		260	Mortgage Tax MTA Share	$185.40	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$544.40	
			Receipt Total:	$544.40	
24875	9/11/2025	Mortgagor: FRANCIS STEPHEN JR			
		Mortgagee: SUN WEST MORTGAGE CO INC			
	Serial # DQ2540		Doc # 01-2025-1966	$354,904.00	1-2 Family Residence
		250	Mortgage Tax County	$1,774.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,034.70	
		275	1-6 Family	$887.25	
		276	Mortgage Tax Local	$0.00	
				$3,696.45	
			Receipt Total:	$3,696.45	
24885	9/11/2025	Mortgagor: MICHEL ALEXANDRA			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2541		Doc # 01-2025-1967	$85,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$425.00	Rhinebeck
		260	Mortgage Tax MTA Share	$225.00	
		276	Mortgage Tax Local	$0.00	
				$650.00	
			Receipt Total:	$650.00	
24888	9/11/2025	Mortgagor: SHEPHEARD MICHAEL J			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2542		Doc # 01-2025-1968	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Wappinger
		260	Mortgage Tax MTA Share	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
24890	9/11/2025	Mortgagor: UENG JOCELYN			
		Mortgagee: PRIMELENDING			
	Serial # DQ2543		Doc # 01-2025-52983	$330,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,650.00	Milan
		260	Mortgage Tax MTA Share	$960.00	Milan
		275	1-6 Family	$825.00	Milan
		276	Mortgage Tax Local	$0.00	Milan
				$3,435.00	
			Receipt Total:	$3,435.00	
24893	9/11/2025	Mortgagor: DELVECCHIO SCOTT			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2544		Doc # 01-2025-1969	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$720.00	
		276	Mortgage Tax Local	$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
24897	9/11/2025	Mortgagor:	CHICK CYNTHIA		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-52984	$7,733.61	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
24898	9/11/2025	Mortgagor:	RILEY VAN B		
		Mortgagee:	NAVY FCU		
	Serial #		Doc # 01-2025-52985	$63,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$315.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$159.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$474.00	
			Receipt Total:	$474.00	
24900	9/11/2025	Mortgagor:	GIOIA CLARE		
		Mortgagee:	TD BANK NA		
	Serial # DQ2545		Doc # 01-2025-52986	$60,000.00	1-2 Family Residence
		250	Mortgage Tax County	$300.00	East Fishkill
		260	Mortgage Tax MTA Share	$150.00	East Fishkill
		275	1-6 Family	$150.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$600.00	
			Receipt Total:	$600.00	
24902	9/11/2025	Mortgagor:	ORR KEREN		
		Mortgagee:	CITIBANK NA		
	Serial # DQ2546		Doc # 01-2025-52987	$225,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,125.00	Fishkill
		260	Mortgage Tax MTA Share	$645.00	Fishkill
		275	1-6 Family	$562.50	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$2,332.50	
			Receipt Total:	$2,332.50	
24903	9/11/2025	Mortgagor:	LEE CAROLEE		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DQ2547		Doc # 01-2025-52988	$381,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,905.00	Fishkill
		260	Mortgage Tax MTA Share	$1,113.00	Fishkill
		275	1-6 Family	$952.50	Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,970.50	
			Receipt Total:	$3,970.50	
24904	9/11/2025	Mortgagor: BRIGGS THEODORE H II			
		Mortgagee: BANK OF MILLBROOK			
	Serial # DQ2548		Doc # 01-2025-52989	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Washington
		260	Mortgage Tax MTA Share	$270.00	Washington
		275	1-6 Family	$250.00	Washington
		276	Mortgage Tax Local	$0.00	Washington
				$1,020.00	
			Receipt Total:	$1,020.00	
24906	9/11/2025	Mortgagor: RABINDRANAUTH DARYLE SEAN			
		Mortgagee: LOANDEPOT COM LLC			
	Serial # DQ2549		Doc # 01-2025-52990	$319,113.00	1-2 Family Residence
		250	Mortgage Tax County	$1,595.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$927.30	Town of Poughkeepsie
		275	1-6 Family	$797.75	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3,320.55	
			Receipt Total:	$3,320.55	
24908	9/11/2025	Mortgagor: ROGERS CAMILLE L			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #		Doc # 01-2025-52991	$96,132.40	No Tax / Serial #
		250	Mortgage Tax County	$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	
24909	9/11/2025	Mortgagor: LICURSI ALEX JOSEPH			
		Mortgagee: PLAZA HOME MORTGAGE INC			
	Serial # DQ2550		Doc # 01-2025-52992	$664,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,320.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,962.00	City of Beacon
		275	1-6 Family	$1,660.00	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$6,942.00	
			Receipt Total:	$6,942.00	
24911	9/11/2025	Mortgagor: SELBACK CHRISTINE			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2551		Doc # 01-2025-52993	$125,000.00	1-2 Family Residence
		250	Mortgage Tax County	$625.00	East Fishkill
		260	Mortgage Tax MTA Share	$345.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$312.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,282.50	
			Receipt Total:	$1,282.50	
24919	9/11/2025	Mortgagor:	DANDRADE KELLY		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2552		Doc # 01-2025-52994	$80,000.00	1-2 Family Residence
		250	Mortgage Tax County	$400.00	Fishkill
		260	Mortgage Tax MTA Share	$210.00	Fishkill
		275	1-6 Family	$200.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$810.00	
			Receipt Total:	$810.00	
24920	9/11/2025	Mortgagor:	KNOTTS LYNDON B		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2025-52995	$175,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$875.00	Milan
		260	Mortgage Tax MTA Share	$495.00	Milan
		276	Mortgage Tax Local	$0.00	Milan
				$1,370.00	
			Receipt Total:	$1,370.00	
24921	9/11/2025	Mortgagor:	PUCCIARELLI DAVID		
		Mortgagee:	TOTAL MORTGAGE SERVICES LLC		
	Serial # DQ2553		Doc # 01-2025-52996	$562,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,812.50	Beekman
		260	Mortgage Tax MTA Share	$1,657.50	Beekman
		275	1-6 Family	$1,406.25	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$5,876.25	
			Receipt Total:	$5,876.25	
24924	9/11/2025	Mortgagor:	73 ALDA TRUST		
		Mortgagee:	NBT BANK NATL ASSOC		
	Serial # DQ2554		Doc # 01-2025-52997	$50,000.00	1-2 Family Residence
		250	Mortgage Tax County	$250.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$120.00	Town of Poughkeepsie
		275	1-6 Family	$125.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$495.00	
			Receipt Total:	$495.00	
24932	9/11/2025	Mortgagor:	BENDER JOHN EDGAR III		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DQ2555		Doc # 01-2025-1970	$2,156,000.00	1-2 Family Residence
		250	Mortgage Tax County	$10,780.00	Hyde Park
		260	Mortgage Tax MTA Share	$6,438.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$5,390.00	
		276	Mortgage Tax Local	$0.00	
				$22,608.00	
			Receipt Total:	$22,608.00	
24936	9/11/2025	Mortgagor:	COMPRES MARIO		
		Mortgagee:	LAKEVIEW LOAN SERVICING LLC		
	Serial # DQ2556		Doc # 01-2025-52998	$4,933.99	1-2 Family Residence
		250	Mortgage Tax County	$24.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	Town of Poughkeepsie
		275	1-6 Family	$12.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$36.75	
24936	9/11/2025	Mortgagor:	COMPRES MARIO		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-52999	$11,266.43	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$36.75	
24963	9/12/2025	Mortgagor:	GRANATA VINCENT F		
		Mortgagee:	HOMETAP EQUITY PARTNERS LLC		
	Serial # DQ2557		Doc # 01-2025-53000	$25,000.00	1-2 Family Residence
		250	Mortgage Tax County	$125.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$45.00	Town of Poughkeepsie
		275	1-6 Family	$62.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$232.50	
			Receipt Total:	$232.50	
24971	9/12/2025	Mortgagor:	FIELDS MATTHEW		
		Mortgagee:	HUDSON VALLEY CREDIT UNION		
	Serial #		Doc # 01-2025-53001	$410,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,050.00	Pawling
		260	Mortgage Tax MTA Share	$1,200.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$3,250.00	
			Receipt Total:	$3,250.00	
24976	9/12/2025	Mortgagor:	BINSEEL ANNE J		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2025-53002	$175,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$875.00	Fishkill
		260	Mortgage Tax MTA Share	$495.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,370.00	
			Receipt Total:	$1,370.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
24978	9/12/2025	Mortgagor: FAIRBAIRN HELEN L Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-53003		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Red Hook
	260	Mortgage Tax MTA Share		$120.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$370.00	
			Receipt Total:	$370.00	
24986	9/12/2025	Mortgagor: MARTIN AMY Mortgagee: POINT TITLING TRUST			
	Serial # DQ2558	Doc # 01-2025-53004		$87,000.00	1-2 Family Residence
	250	Mortgage Tax County		$435.00	Clinton
	260	Mortgage Tax MTA Share		$231.00	Clinton
	275	1-6 Family		$217.50	Clinton
	276	Mortgage Tax Local		$0.00	Clinton
				$883.50	
			Receipt Total:	$883.50	
24998	9/12/2025	Mortgagor: SIMPSON LISA L Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2559	Doc # 01-2025-53005		$55,000.00	1-2 Family Residence
	250	Mortgage Tax County		$275.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$135.00	Town of Poughkeepsie
	275	1-6 Family		$137.50	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$547.50	
			Receipt Total:	$547.50	
25000	9/12/2025	Mortgagor: GRAHAM DAVID W Mortgagee: NBT BANK NATL ASSOC			
	Serial # DQ2561	Doc # 01-2025-53006		$250,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,250.00	Dover
	260	Mortgage Tax MTA Share		$720.00	Dover
	275	1-6 Family		$625.00	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$2,595.00	
			Receipt Total:	$2,595.00	
25001	9/12/2025	Mortgagor: BOIKO VLADIMIR Mortgagee: MID HUDSON VALLEY FCU			
	Serial # DQ2560	Doc # 01-2025-1971		$460,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$2,300.00	Fishkill
	260	Mortgage Tax MTA Share		$1,350.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,650.00	
			Receipt Total:	$3,650.00	
25008	9/12/2025	Mortgagor: NARDI CHRISTINA MAYER			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2562		Doc # 01-2025-53007	$283,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,417.50	La Grange
		260	Mortgage Tax MTA Share	$820.50	La Grange
		275	1-6 Family	$708.75	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$2,946.75	
			Receipt Total:	$2,946.75	
25010	9/12/2025	Mortgagor: RAYMOND RHODES TRUST			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2563		Doc # 01-2025-53008	$87,000.00	1-2 Family Residence
		250	Mortgage Tax County	$435.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$231.00	Town of Poughkeepsie
		275	1-6 Family	$217.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$883.50	
			Receipt Total:	$883.50	
25012	9/12/2025	Mortgagor: CSANKO APRIL			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2564		Doc # 01-2025-53009	$396,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,980.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$1,158.00	Pleasant Valley
		275	1-6 Family	$990.00	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$4,128.00	
			Receipt Total:	$4,128.00	
25014	9/12/2025	Mortgagor: KRAEMER BETH M			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2565		Doc # 01-2025-53010	$500,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,500.00	Pawling
		260	Mortgage Tax MTA Share	$1,470.00	Pawling
		275	1-6 Family	$1,250.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$5,220.00	
			Receipt Total:	$5,220.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25027	9/12/2025	Mortgagor: SIMMONS MARK E			
		Mortgagee: LOGAN FINANCE CORP			
	Serial # DQ2566	Doc # 01-2025-53011		$350,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,750.00	City of Beacon
	260	Mortgage Tax MTA Share		$1,020.00	City of Beacon
	275	1-6 Family		$875.00	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$3,645.00	
			Receipt Total:	$3,645.00	
25044	9/12/2025	Mortgagor: PETRONE MICHAEL			
		Mortgagee: CMG MORTGAGE INC			
	Serial # DQ2567	Doc # 01-2025-53012		$280,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,400.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$810.00	Town of Poughkeepsie
	275	1-6 Family		$700.00	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$2,910.00	
			Receipt Total:	$2,910.00	
25075	9/12/2025	Mortgagor: SZOSTAK SHEILA J			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2568	Doc # 01-2025-1972		$95,000.00	(E) CR Un/Nat Pr
	276	Mortgage Tax Local		$0.00	
	260	Mortgage Tax MTA Share		$255.00	
	250	Mortgage Tax County		$475.00	East Fishkill
				$730.00	
			Receipt Total:	$730.00	
25079	9/12/2025	Mortgagor: HARTLING EDWARD JR			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2569	Doc # 01-2025-1973		$150,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$750.00	Washington
	260	Mortgage Tax MTA Share		$420.00	
	276	Mortgage Tax Local		$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
25080	9/12/2025	Mortgagor: ROMAGNOLI JOSEPH			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2570	Doc # 01-2025-1974		$55,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$275.00	East Fishkill
	260	Mortgage Tax MTA Share		$135.00	
	276	Mortgage Tax Local		$0.00	
				$410.00	
			Receipt Total:	$410.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25087	9/12/2025	Mortgagor: BREEZE LOOP TRUST Mortgagee: NEWREZ LLC			
	Serial # DQ2571	Doc # 01-2025-53013		$344,598.00	1-2 Family Residence
	250	Mortgage Tax County		$1,723.00	Hyde Park
	260	Mortgage Tax MTA Share		$1,003.80	Hyde Park
	275	1-6 Family		$861.50	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$3,588.30	
			Receipt Total:	$3,588.30	
25088	9/12/2025	Mortgagor: GEMMATI BROTHERS INC Mortgagee: PETROVITS DAVID E			
	Serial # DQ2572	Doc # 01-2025-1975		$600,000.00	(NE) Commercial
	250	Mortgage Tax County		$3,000.00	La Grange
	260	Mortgage Tax MTA Share		$1,800.00	
	270	SONYMA		$1,500.00	
	276	Mortgage Tax Local		$0.00	
				$6,300.00	
			Receipt Total:	$6,300.00	
25092	9/12/2025	Mortgagor: ROBERTS JONATHAN W Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2573	Doc # 01-2025-1976		$1,000,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$5,000.00	Hyde Park
	260	Mortgage Tax MTA Share		$2,970.00	
	276	Mortgage Tax Local		$0.00	
				$7,970.00	
			Receipt Total:	$7,970.00	
25097	9/12/2025	Mortgagor: VAIL STACEY Mortgagee: FAIRWAY INDEPENDENT MORTGAGE CORP			
	Serial # DQ2574	Doc # 01-2025-53014		$205,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,025.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$585.00	Pleasant Valley
	275	1-6 Family		$512.50	Pleasant Valley
	276	Mortgage Tax Local		$0.00	Pleasant Valley
				$2,122.50	
			Receipt Total:	$2,122.50	
25110	9/12/2025	Mortgagor: 1162 US 9 REALTY LLC Mortgagee: M&T BANK			
	Serial # DQ2575	Doc # 01-2025-53015		$8,000,000.00	(NE) Commercial
	250	Mortgage Tax County		$40,000.00	Wappinger
	260	Mortgage Tax MTA Share		$24,000.00	Wappinger
	270	SONYMA		$20,000.00	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Wappinger
				$84,000.00	
			Receipt Total:	$84,000.00	
25112	9/12/2025	Mortgagor: CURRIER BRETT GARY			
		Mortgagee: FOURLEAF FCU			
	Serial #		Doc # 01-2025-53016	$70,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$350.00	Hyde Park
		260	Mortgage Tax MTA Share	$180.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$530.00	
			Receipt Total:	$530.00	
25122	9/12/2025	Mortgagor: GILLESPIE WILLIAM			
		Mortgagee: M&T BANK			
	Serial # DQ2576		Doc # 01-2025-53017	$469,342.00	1-2 Family Residence
		250	Mortgage Tax County	$2,346.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,377.90	East Fishkill
		275	1-6 Family	$1,173.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$4,897.65	
			Receipt Total:	$4,897.65	
25126	9/12/2025	Mortgagor: HONOVIC ALISON			
		Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2577		Doc # 01-2025-53018	$154,165.75	1-2 Family Residence
		250	Mortgage Tax County	$771.00	East Fishkill
		260	Mortgage Tax MTA Share	$432.60	East Fishkill
		275	1-6 Family	$385.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,589.10	
			Receipt Total:	$1,589.10	
25127	9/12/2025	Mortgagor: WARNER DALMAR			
		Mortgagee: CARRINGTON MORTGAGE SERVICES LLC			
	Serial # DQ2578		Doc # 01-2025-53020	$270,146.00	1-2 Family Residence
		250	Mortgage Tax County	$1,350.50	City of Beacon
		260	Mortgage Tax MTA Share	$780.30	City of Beacon
		275	1-6 Family	$675.25	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$2,806.05	
			Receipt Total:	$2,806.05	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25131	9/12/2025	Mortgagor: CORIGLIANO NICHOLAS Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2579	Doc # 01-2025-53021		$294,566.00	1-2 Family Residence
	250	Mortgage Tax County		$1,473.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$853.80	Town of Poughkeepsie
	275	1-6 Family		$736.50	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$3,063.30	
			Receipt Total:	$3,063.30	
25133	9/12/2025	Mortgagor: GALIOTO KELLY A Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53022		$8,455.28	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
25136	9/12/2025	Mortgagor: RYAN TERENCE Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-53023		$175,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$875.00	East Fishkill
	260	Mortgage Tax MTA Share		$495.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$1,370.00	
			Receipt Total:	$1,370.00	
25137	9/12/2025	Mortgagor: BENJAMIN CHRISTOPHER S Mortgagee: PHH MORTGAGE CORP			
	Serial # DQ2580	Doc # 01-2025-53024		$386,961.00	1-2 Family Residence
	250	Mortgage Tax County		$1,935.00	Hyde Park
	260	Mortgage Tax MTA Share		$1,131.00	Hyde Park
	275	1-6 Family		$967.50	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$4,033.50	
			Receipt Total:	$4,033.50	
25144	9/12/2025	Mortgagor: MACHIN AMANDA M Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2581	Doc # 01-2025-1977		$90,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$450.00	Beekman
	260	Mortgage Tax MTA Share		$240.00	
	276	Mortgage Tax Local		$0.00	
				$690.00	
			Receipt Total:	$690.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25149	9/15/2025	Mortgagor: NERVEGNA TIMOTHY Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2582	Doc # 01-2025-1978		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	La Grange
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	
25156	9/15/2025	Mortgagor: CANEVARI PAUL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2583	Doc # 01-2025-1980		$80,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$400.00	Union Vale
	260	Mortgage Tax MTA Share		$210.00	
	276	Mortgage Tax Local		$0.00	
				$610.00	
			Receipt Total:	$610.00	
25162	9/15/2025	Mortgagor: WHITMONT RONALD Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2584	Doc # 01-2025-1981		$399,500.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,997.50	Hyde Park
	260	Mortgage Tax MTA Share		$1,168.50	
	276	Mortgage Tax Local		$0.00	
				$3,166.00	
			Receipt Total:	$3,166.00	
25172	9/15/2025	Mortgagor: CARLONE VERONICA Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2585	Doc # 01-2025-1982		$350,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,750.00	Fishkill
	260	Mortgage Tax MTA Share		$1,020.00	
	276	Mortgage Tax Local		$0.00	
				$2,770.00	
			Receipt Total:	$2,770.00	
25177	9/15/2025	Mortgagor: PRITCHARD KENT A JR Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2586	Doc # 01-2025-1983		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Hyde Park
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25198	9/15/2025	Mortgagor: DECANDIA DEREK J Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2587	Doc # 01-2025-53025		$335,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,675.00	Beekman
	260	Mortgage Tax MTA Share		$975.00	Beekman
	275	1-6 Family		$837.50	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$3,487.50	
			Receipt Total:	$3,487.50	
25199	9/15/2025	Mortgagor: JUAREZ LUIS Mortgagee: CHAMPIONS FUNDING LLC			
	Serial # DQ2588	Doc # 01-2025-53026		$248,499.00	1-2 Family Residence
	250	Mortgage Tax County		$1,242.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$715.50	City of Poughkeepsie
	275	1-6 Family		$621.25	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$2,579.25	
			Receipt Total:	$2,579.25	
25207	9/15/2025	Mortgagor: ROCHE MIGUEL A Mortgagee: LOANDEPOT COM LLC			
	Serial # DQ2589	Doc # 01-2025-53027		$351,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,755.00	Dover
	260	Mortgage Tax MTA Share		$1,023.00	Dover
	275	1-6 Family		$877.50	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$3,655.50	
			Receipt Total:	$3,655.50	
25211	9/15/2025	Mortgagor: HOGAN WILLIAM C Mortgagee: MANUFACTURERS & TRADERS TRUST CO			
	Serial # DQ2590	Doc # 01-2025-53028		$429,900.00	1-2 Family Residence
	250	Mortgage Tax County		$2,149.50	Clinton
	260	Mortgage Tax MTA Share		$1,259.70	Clinton
	275	1-6 Family		$1,074.75	Clinton
	276	Mortgage Tax Local		$0.00	Clinton
				$4,483.95	
			Receipt Total:	$4,483.95	
25212	9/15/2025	Mortgagor: FORSTE KARL Mortgagee: LOANDEPOT COM LLC			
	Serial # DQ2591	Doc # 01-2025-53029		$495,840.00	1-2 Family Residence
	250	Mortgage Tax County		$2,479.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,457.40	City of Poughkeepsie
	275	1-6 Family		$1,239.50	City of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$5,175.90	
			Receipt Total:	$5,175.90	
25215	9/15/2025	Mortgagor: CULLUM JOHN W III			Comments:
		Mortgagee: NEWREZ LLC			REFERENCE NOT MADE TO 2008 MORTGAGEPLEASE REFER TO OUR WEBSITE
	Serial # DQ2592		Doc # 01-2025-53030	$106,137.00	1-2 Family Residence
		250	Mortgage Tax County	$530.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$288.30	Town of Poughkeepsie
		275	1-6 Family	$265.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,084.05	
			Receipt Total:	$1,084.05	
25223	9/15/2025	Mortgagor: RALSTON BRIAN			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2593		Doc # 01-2025-53031	$716,705.00	1-2 Family Residence
		250	Mortgage Tax County	$3,583.50	City of Beacon
		260	Mortgage Tax MTA Share	$2,120.10	City of Beacon
		275	1-6 Family	$1,791.75	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$7,495.35	
			Receipt Total:	$7,495.35	
25226	9/15/2025	Mortgagor: RAMOS ONEILL CLAUDIA V			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2594		Doc # 01-2025-1984	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	East Fishkill
		260	Mortgage Tax MTA Share	$720.00	
		276	Mortgage Tax Local	$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
25227	9/15/2025	Mortgagor: CORRADO RICHARD			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2595		Doc # 01-2025-53032	$300,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,500.00	East Fishkill
		260	Mortgage Tax MTA Share	$870.00	East Fishkill
		275	1-6 Family	$750.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,120.00	
			Receipt Total:	$3,120.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25230	9/15/2025	Mortgagor: MONROE RAFAELINA			
		Mortgagee: MID ISLAND MORTGAGE CORP			
	Serial # DQ2596	Doc # 01-2025-53033		$360,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,800.00	Dover
	260	Mortgage Tax MTA Share		$1,050.00	Dover
	275	1-6 Family		$900.00	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$3,750.00	
			Receipt Total:	$3,750.00	
25237	9/15/2025	Mortgagor: SOOGRIM RONDULPH S			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2597	Doc # 01-2025-1985		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	East Fishkill
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
25249	9/16/2025	Mortgagor: BUGNITS ALEXANDER			
		Mortgagee: TOMPKINS COMMUNITY BANK			
	Serial # DQ2598	Doc # 01-2025-1986		$195,000.00	1-2 Family Residence
	250	Mortgage Tax County		$975.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$555.00	
	275	1-6 Family		$487.50	
	276	Mortgage Tax Local		$0.00	
				$2,017.50	
			Receipt Total:	$2,017.50	
25253	9/16/2025	Mortgagor: MOORE WILLIAM J			
		Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2599	Doc # 01-2025-1987		$125,000.00	1-2 Family Residence
	250	Mortgage Tax County		$625.00	East Fishkill
	260	Mortgage Tax MTA Share		$345.00	
	275	1-6 Family		$312.50	
	276	Mortgage Tax Local		$0.00	
				$1,282.50	
			Receipt Total:	$1,282.50	
25267	9/16/2025	Mortgagor: CHAN JOHN			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2600	Doc # 01-2025-1988		$111,300.00	1-2 Family Residence
	250	Mortgage Tax County		$556.50	Wappinger
	260	Mortgage Tax MTA Share		$303.90	
	275	1-6 Family		$278.25	
	276	Mortgage Tax Local		$0.00	
				$1,138.65	
			Receipt Total:	$1,138.65	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25270	9/16/2025	Mortgagor: HICKMAN RAMONA			
		Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2601	Doc # 01-2025-1989		$456,000.00	1-2 Family Residence
	276	Mortgage Tax Local		$0.00	
	275	1-6 Family		$1,140.00	
	260	Mortgage Tax MTA Share		$1,338.00	
	250	Mortgage Tax County		$2,280.00	Hyde Park
				$4,758.00	
			Receipt Total:	$4,758.00	
25275	9/16/2025	Mortgagor: ORITZ MEAGAN L			
		Mortgagee: NAVY FCU			
	Serial # DQ2602	Doc # 01-2025-1990		$188,237.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$941.00	Wappinger
	260	Mortgage Tax MTA Share		$534.60	
	276	Mortgage Tax Local		$0.00	
				$1,475.60	
			Receipt Total:	$1,475.60	
25277	9/16/2025	Mortgagor: VIANI ROBERT			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2603	Doc # 01-2025-1991		$662,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$3,310.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$1,956.00	
	276	Mortgage Tax Local		$0.00	
				$5,266.00	
			Receipt Total:	$5,266.00	
25315	9/16/2025	Mortgagor: SCENIC BEACON DEVELOPMENTS LLC			
		Mortgagee: CPC FUNDING SPE 1 LLC			
	Serial #	Doc # 01-2025-53036		$26,703,729.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	City of Beacon
				$0.00	
25315	9/16/2025	Mortgagor: SCENIC BEACON DEVELOPMENTS LLC			
		Mortgagee: CPC FUNDING SPE 1 LLC			
	Serial #	Doc # 01-2025-53037		$7,781,316.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	City of Beacon
				$0.00	
25315	9/16/2025	Mortgagor: EDGEWATER BEACON PHASE I LLC			
		Mortgagee: LUMENT REAL ESTATE CAPITAL LLC			
	Serial # DQ2604	Doc # 01-2025-53038		$2,443,684.00	(NE) Commercial
	250	Mortgage Tax County		$12,218.50	City of Beacon
	260	Mortgage Tax MTA Share		$7,331.10	City of Beacon
	270	SONYMA		$6,109.25	City of Beacon

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	City of Beacon
				$25,658.85	
			Receipt Total:	$25,658.85	
25316	9/16/2025	Mortgagor: LAWES SHAWN			
		Mortgagee: NEWREZ LLC			
	Serial # DQ2605		Doc # 01-2025-53040	$511,563.00	1-2 Family Residence
		250	Mortgage Tax County	$2,558.00	Wappinger
		260	Mortgage Tax MTA Share	$1,504.80	Wappinger
		275	1-6 Family	$1,279.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$5,341.80	
			Receipt Total:	$5,341.80	
25318	9/16/2025	Mortgagor: COON PATRICIA D			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2606		Doc # 01-2025-53041	$463,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,317.50	Rhinebeck
		260	Mortgage Tax MTA Share	$1,360.50	Rhinebeck
		275	1-6 Family	$1,158.75	Rhinebeck
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$4,836.75	
			Receipt Total:	$4,836.75	
25320	9/16/2025	Mortgagor: DIAZ OLGA N			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #		Doc # 01-2025-53042	$14,972.41	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Dover
				$0.00	
			Receipt Total:	$0.00	
25323	9/16/2025	Mortgagor: MIGNONE DOUGLAS W			
		Mortgagee: FREEDOM MORTGAGE CORP			
	Serial # DQ2607		Doc # 01-2025-53043	$114,983.39	1-2 Family Residence
		250	Mortgage Tax County	$575.00	Pawling
		260	Mortgage Tax MTA Share	$315.00	Pawling
		275	1-6 Family	$287.50	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$1,177.50	
			Receipt Total:	$1,177.50	
25324	9/16/2025	Mortgagor: ROCHE MICHAEL P			
		Mortgagee: OCEAN FINANCIAL FCU			
	Serial #		Doc # 01-2025-53045	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	Stanford
		260	Mortgage Tax MTA Share	$720.00	Stanford

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Stanford
				$1,970.00	
			Receipt Total:	$1,970.00	
25333	9/17/2025	Mortgagor: MONSERRATE DANIELA			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2608		Doc # 01-2025-53046	$343,660.00	1-2 Family Residence
		250	Mortgage Tax County	$1,718.50	La Grange
		260	Mortgage Tax MTA Share	$1,001.10	La Grange
		275	1-6 Family	$859.25	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$3,578.85	
			Receipt Total:	$3,578.85	
25334	9/17/2025	Mortgagor: DAMSKY STEVEN MICHAEL			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2609		Doc # 01-2025-53047	$95,000.00	1-2 Family Residence
		250	Mortgage Tax County	$475.00	Hyde Park
		260	Mortgage Tax MTA Share	$255.00	Hyde Park
		275	1-6 Family	$237.50	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$967.50	
			Receipt Total:	$967.50	
25336	9/17/2025	Mortgagor: HASKO ARDIAN			
		Mortgagee: CITIBANK NA			
	Serial # DQ2610		Doc # 01-2025-53048	$517,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,587.50	North East
		260	Mortgage Tax MTA Share	$1,522.50	North East
		275	1-6 Family	$1,293.75	North East
		276	Mortgage Tax Local	$0.00	North East
				$5,403.75	
			Receipt Total:	$5,403.75	
25340	9/17/2025	Mortgagor: HUNDELT COURTNEY			
		Mortgagee: VALLEY NATIONAL BANK			
	Serial # DQ2611		Doc # 01-2025-53049	$480,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,400.00	Washington
		260	Mortgage Tax MTA Share	$1,410.00	Washington
		275	1-6 Family	$1,200.00	Washington
		276	Mortgage Tax Local	$0.00	Washington
				$5,010.00	
			Receipt Total:	$5,010.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25341	9/17/2025	Mortgagor: ARMSTRONG DEANA Mortgagee: WEBSTER BANK NA			
	Serial # DQ2612	Doc # 01-2025-53050		$100,000.00	1-2 Family Residence
	250	Mortgage Tax County		$500.00	Red Hook
	260	Mortgage Tax MTA Share		$270.00	Red Hook
	275	1-6 Family		$250.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$1,020.00	
			Receipt Total:	$1,020.00	
25346	9/17/2025	Mortgagor: HAIGHT DIANA C Mortgagee: MANUFACTURERS & TRADERS TRUST CO			
	Serial # DQ2613	Doc # 01-2025-53052		$42,300.00	1-2 Family Residence
	250	Mortgage Tax County		$211.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$96.90	Town of Poughkeepsie
	275	1-6 Family		$105.75	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$414.15	
			Receipt Total:	$414.15	
25352	9/17/2025	Mortgagor: VILLAREAL ROBERTO D Mortgagee: TEG FEDERAL CREDIT UNION			
	Serial #	Doc # 01-2025-53053		$730,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$3,650.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$2,160.00	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$5,810.00	
			Receipt Total:	$5,810.00	
25358	9/17/2025	Mortgagor: MCKINNON KARYN Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53054		$24,114.49	No Tax / Serial #
	250	Mortgage Tax County		$0.00	City of Beacon
				$0.00	
			Receipt Total:	$0.00	
25361	9/17/2025	Mortgagor: BROWN BETHANY ELIZABETH Mortgagee: M&T BANK			
	Serial # DQ2614	Doc # 01-2025-53055		$266,750.00	1-2 Family Residence
	250	Mortgage Tax County		$1,333.50	East Fishkill
	260	Mortgage Tax MTA Share		$770.10	East Fishkill
	275	1-6 Family		$666.75	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$2,770.35	
			Receipt Total:	$2,770.35	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25363	9/17/2025	Mortgagor: MASCALI JOSEPH Mortgagee: US BANK NATL ASSOC			
	Serial # DQ2615	Doc # 01-2025-53056		$500,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,500.00	Rhinebeck
	260	Mortgage Tax MTA Share		$1,470.00	Rhinebeck
	275	1-6 Family		$1,250.00	Rhinebeck
	276	Mortgage Tax Local		$0.00	Rhinebeck
				$5,220.00	
			Receipt Total:	$5,220.00	
25364	9/17/2025	Mortgagor: HEALY PAUL Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2616	Doc # 01-2025-53057		$50,000.00	1-2 Family Residence
	250	Mortgage Tax County		$250.00	Dover
	260	Mortgage Tax MTA Share		$120.00	Dover
	275	1-6 Family		$125.00	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$495.00	
			Receipt Total:	$495.00	
25367	9/17/2025	Mortgagor: 869 UNION STREET LLC Mortgagee: PUTNAM COUNTY NATIONAL BANK OF CARMEL			Comments: TAXES PAID IN KINGS COUNTY
	Serial #	Doc # 01-2025-53058		$600,000.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Pawling
				$0.00	
			Receipt Total:	$0.00	
25372	9/17/2025	Mortgagor: CUTHBERT HOGG SUSAN Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2617	Doc # 01-2025-1992		$40,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$200.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$90.00	
	276	Mortgage Tax Local		$0.00	
				$290.00	
			Receipt Total:	$290.00	
25378	9/17/2025	Mortgagor: NORTH HAMILTON LLC Mortgagee: RHINEBECK BANK			
	Serial # DQ2619	Doc # 01-2025-53061		$325,000.00	(NE) Commercial
	250	Mortgage Tax County		$1,625.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$975.00	City of Poughkeepsie
	270	SONYMA		$812.50	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$3,412.50	
			Receipt Total:	$3,412.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25379	9/17/2025	Mortgagor: PAPP JENNIFER			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2618	Doc # 01-2025-1993		$70,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$350.00	Union Vale
	260	Mortgage Tax MTA Share		$180.00	
	276	Mortgage Tax Local		$0.00	
				$530.00	
			Receipt Total:	$530.00	
25380	9/17/2025	Mortgagor: QUINTARD CATHERINE			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2620	Doc # 01-2025-53063		$581,875.00	1-2 Family Residence
	250	Mortgage Tax County		$2,909.50	Hyde Park
	260	Mortgage Tax MTA Share		$1,715.70	Hyde Park
	275	1-6 Family		$1,454.75	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$6,079.95	
			Receipt Total:	$6,079.95	
25382	9/17/2025	Mortgagor: KNAPP TYLER			
		Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53064		$370,500.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,852.50	Hyde Park
	260	Mortgage Tax MTA Share		$1,081.50	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$2,934.00	
			Receipt Total:	$2,934.00	
25384	9/17/2025	Mortgagor: COHEN MAXWELL			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2621	Doc # 01-2025-1994		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Amenia
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
25403	9/17/2025	Mortgagor: HOGAN GEORGE			
		Mortgagee: NEWREZ LLC			
	Serial # DQ2622	Doc # 01-2025-53065		$447,700.00	1-2 Family Residence
	250	Mortgage Tax County		$2,238.50	East Fishkill
	260	Mortgage Tax MTA Share		$1,313.10	East Fishkill
	275	1-6 Family		$1,119.25	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$4,670.85	
			Receipt Total:	$4,670.85	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25406	9/17/2025	Mortgagor: LEWIS VENETTA E Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53066	$15,091.15	No Tax / Serial #	
	250	Mortgage Tax County	$0.00	La Grange	
			$0.00		
25406	9/17/2025	Mortgagor: LEWIS VENETTA E Mortgagee: FREEDOM MORTGAGE CORP		Comments: REFERENCE NOT MADE TO MORTGAGE PLEASE REFER TO OUR WEBSITE	
	Serial # DQ2623	Doc # 01-2025-53067	$4,262.62	1-2 Family Residence	
	250	Mortgage Tax County	$21.50	La Grange	
	260	Mortgage Tax MTA Share	$0.00	La Grange	
	275	1-6 Family	$10.75	La Grange	
	276	Mortgage Tax Local	$0.00	La Grange	
			$32.25		
		Receipt Total:	$32.25		
25407	9/17/2025	Mortgagor: GOMEZ KATHERINE AURORA PENA Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53068	$26,762.52	No Tax / Serial #	
	250	Mortgage Tax County	$0.00	City of Poughkeepsie	
			$0.00		
		Receipt Total:	$0.00		
25408	9/17/2025	Mortgagor: BURRISS JOHN J Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2624	Doc # 01-2025-53069	$450,293.00	1-2 Family Residence	
	250	Mortgage Tax County	$2,251.50	East Fishkill	
	260	Mortgage Tax MTA Share	$1,320.90	East Fishkill	
	275	1-6 Family	$1,125.75	East Fishkill	
	276	Mortgage Tax Local	$0.00	East Fishkill	
			$4,698.15		
		Receipt Total:	$4,698.15		
25412	9/17/2025	Mortgagor: PETRONELLI LUCILLE Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2625	Doc # 01-2025-53070	$242,000.00	1-2 Family Residence	
	250	Mortgage Tax County	$1,210.00	Hyde Park	
	260	Mortgage Tax MTA Share	$696.00	Hyde Park	
	275	1-6 Family	$605.00	Hyde Park	
	276	Mortgage Tax Local	$0.00	Hyde Park	
			$2,511.00		
		Receipt Total:	$2,511.00		
25437	9/17/2025	Mortgagor: DIMARCO CHRISTINA A Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2626	Doc # 01-2025-53071	$120,000.00	1-2 Family Residence	
	250	Mortgage Tax County	$600.00	Town of Poughkeepsie	
	260	Mortgage Tax MTA Share	$330.00	Town of Poughkeepsie	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$300.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,230.00	
			Receipt Total:	$1,230.00	
25446	9/17/2025	Mortgagor:	MIDDLETON KENDELL		
		Mortgagee:	CROSSCOUNTRY MORTGAGE LLC		
		Serial # DQ2627	Doc # 01-2025-53072	$484,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,422.50	Fishkill
		260	Mortgage Tax MTA Share	$1,423.50	Fishkill
		275	1-6 Family	$1,211.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$5,057.25	
			Receipt Total:	$5,057.25	
25453	9/17/2025	Mortgagor:	HAYMES BRITTANY		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
		Serial #	Doc # 01-2025-53073	$16,863.24	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
25459	9/17/2025	Mortgagor:	BUCCHIGNANO JOSEPH J		
		Mortgagee:	KEYBANK NATL ASSOC		
		Serial # DQ2628	Doc # 01-2025-53074	$552,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,760.00	Union Vale
		260	Mortgage Tax MTA Share	$1,626.00	Union Vale
		275	1-6 Family	$1,380.00	Union Vale
		276	Mortgage Tax Local	$0.00	Union Vale
				$5,766.00	
			Receipt Total:	$5,766.00	
25460	9/17/2025	Mortgagor:	494 498 MAIN STREET LLC		
		Mortgagee:	RHINEBECK BANK		
		Serial # DQ2629	Doc # 01-2025-53075	$1,500,000.00	(NE) Commercial
		250	Mortgage Tax County	$7,500.00	City of Beacon
		260	Mortgage Tax MTA Share	$4,500.00	City of Beacon
		270	SONYMA	$3,750.00	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$15,750.00	
			Receipt Total:	$15,750.00	
25478	9/17/2025	Mortgagor:	LANDAU PHILLIP A		
		Mortgagee:	CITIZENS BANK NA		
		Serial # DQ2630	Doc # 01-2025-53078	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Milan
		260	Mortgage Tax MTA Share	$570.00	Milan
		275	1-6 Family	$500.00	Milan

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Milan
				$2,070.00	
			Receipt Total:	$2,070.00	
25479	9/17/2025	Mortgagor: MATTIS COURTNEY			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
		Serial #	Doc # 01-2025-53079	$89,560.07	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
25506	9/18/2025	Mortgagor: DUNNIGAN COLIN J			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2631	Doc # 01-2025-1995	$189,700.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$948.50	East Fishkill
		260	Mortgage Tax MTA Share	$539.10	
		276	Mortgage Tax Local	$0.00	
				$1,487.60	
			Receipt Total:	$1,487.60	
25507	9/18/2025	Mortgagor: BUCKLEY DONOVAN F			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2632	Doc # 01-2025-1996	$120,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$600.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$330.00	
		276	Mortgage Tax Local	$0.00	
				$930.00	
			Receipt Total:	$930.00	
25512	9/18/2025	Mortgagor: POUGHKEEPSIE BRANCH LLC			
		Mortgagee: SINGER ISLAND INSURANCE INC			
		Serial # DQ2633	Doc # 01-2025-1998	$62,252.55	(NE) Commercial
		250	Mortgage Tax County	$311.50	La Grange
		260	Mortgage Tax MTA Share	$186.90	
		270	SONYMA	$155.75	
		276	Mortgage Tax Local	$0.00	
				$654.15	
			Receipt Total:	$654.15	
25517	9/18/2025	Mortgagor: LEGARE DAVID A			
		Mortgagee: HUDSON VALLEY CR UNION			
		Serial # DQ2634	Doc # 01-2025-2001	$40,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$200.00	East Fishkill
		260	Mortgage Tax MTA Share	$90.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$290.00	
			Receipt Total:	$290.00	
25522	9/18/2025	Mortgagor: BONAVENIA LOUIS MICHAEL			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2635		Doc # 01-2025-2002	$450,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,250.00	Pawling
		260	Mortgage Tax MTA Share	$1,320.00	
		275	1-6 Family	$1,125.00	
		276	Mortgage Tax Local	$0.00	
				$4,695.00	
			Receipt Total:	$4,695.00	
25524	9/18/2025	Mortgagor: PEREZ MARTINA			
		Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2636		Doc # 01-2025-2003	$432,030.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$1,080.00	
		260	Mortgage Tax MTA Share	$1,266.00	
		250	Mortgage Tax County	$2,160.00	Pleasant Valley
				$4,506.00	
			Receipt Total:	$4,506.00	
25525	9/18/2025	Mortgagor: STRENG RICHARD			
		Mortgagee: HERITAGE FINANCIAL CREDIT UNION			
	Serial #		Doc # 01-2025-53081	$360,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,800.00	Wappinger
		260	Mortgage Tax MTA Share	$1,050.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,850.00	
			Receipt Total:	$2,850.00	
25528	9/18/2025	Mortgagor: GAUQUIE JENINE			
		Mortgagee: TEG FCU			
	Serial #		Doc # 01-2025-53082	$140,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$700.00	Fishkill
		260	Mortgage Tax MTA Share	$390.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,090.00	
			Receipt Total:	$1,090.00	
25532	9/18/2025	Mortgagor: JANOS LYNDSEY E			
		Mortgagee: FREEDOM MORTGAGE CORP			
	Serial # DQ2638		Doc # 01-2025-53083	$260,480.00	1-2 Family Residence
		250	Mortgage Tax County	$1,302.50	Town of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$751.50	Town of Poughkeepsie
		275	1-6 Family	$651.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,705.25	
			Receipt Total:	$2,705.25	
25534	9/18/2025	Mortgagor:	MORANO CHRISTINE M		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2639		Doc # 01-2025-2004	$25,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$125.00	Beekman
		260	Mortgage Tax MTA Share	$45.00	
		276	Mortgage Tax Local	$0.00	
				$170.00	
			Receipt Total:	$170.00	
25535	9/18/2025	Mortgagor:	AREVALO JODE ADAN AREVALE		
		Mortgagee:	CARRINGTON MORTGAGE SERVICES LLC		
	Serial # DQ2640		Doc # 01-2025-53084	$372,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,860.00	Dover
		260	Mortgage Tax MTA Share	$1,086.00	Dover
		275	1-6 Family	$930.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$3,876.00	
			Receipt Total:	$3,876.00	
25537	9/18/2025	Mortgagor:	GOEBEL ROBERT		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DQ2641		Doc # 01-2025-53085	$368.24	1-2 Family Residence
		250	Mortgage Tax County	$2.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	Town of Poughkeepsie
		275	1-6 Family	$1.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3.00	
			Receipt Total:	$3.00	
25538	9/18/2025	Mortgagor:	BOWEN MARY		Comments:
		Mortgagee:	NEW YORK STATE AFFORDABLE HOUSING CORPORATION		
	Serial # DQ2642		Doc # 01-2025-2005	$28,400.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Pine Plains
				$0.00	
			Receipt Total:	$0.00	
25539	9/18/2025	Mortgagor:	MHME SECOND LLC		
		Mortgagee:	ROCK ORANGE LLC		
	Serial # DQ2643		Doc # 01-2025-53087	$234,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,172.00	Wappinger
		260	Mortgage Tax MTA Share	$673.20	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$586.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,431.20	
25539	9/18/2025	Mortgagor:	MHME SECOND LLC		
		Mortgagee:	ROCK ORANGE LLC		
	Serial # DQ2644		Doc # 01-2025-53088	$126,822.00	1-2 Family Residence
		250	Mortgage Tax County	$634.00	Wappinger
		260	Mortgage Tax MTA Share	$350.40	Wappinger
		275	1-6 Family	$317.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,301.40	
			Receipt Total:	$3,732.60	
25540	9/18/2025	Mortgagor:	PASQUALE ROBERT L		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-53089	$17,060.62	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Fishkill
				$0.00	
			Receipt Total:	$0.00	
25542	9/18/2025	Mortgagor:	WILLIAMS SIMON		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-53090	$25,182.74	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
25559	9/18/2025	Mortgagor:	VRBA EDWARD A		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2645		Doc # 01-2025-2006	$167,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$835.00	Washington
		260	Mortgage Tax MTA Share	$471.00	
		276	Mortgage Tax Local	$0.00	
				$1,306.00	
			Receipt Total:	$1,306.00	
25563	9/18/2025	Mortgagor:	RUSSO GIOVANNI		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-53091	$14,940.38	No Tax / Serial #
		250	Mortgage Tax County	$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	
25565	9/18/2025	Mortgagor:	CAMPBELL MICHAEL III		
		Mortgagee:	LAKEVIEW LOAN SERVICING LLC		
	Serial # DQ2646		Doc # 01-2025-53092	$4,916.37	1-2 Family Residence
		250	Mortgage Tax County	$24.50	Wappinger
		260	Mortgage Tax MTA Share	$0.00	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$12.25	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$36.75	
			Receipt Total:	$36.75	
25566	9/18/2025	Mortgagor:	GRANATA REBECCA		
		Mortgagee:	HUDSON VALLEY CREDIT UNION		
		Serial #	Doc # 01-2025-53093	$306,375.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,532.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$889.20	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,421.20	
			Receipt Total:	$2,421.20	
25568	9/18/2025	Mortgagor:	LINEHAN MICHAEL A		
		Mortgagee:	TOTAL MORTGAGE SERVICES LLC		
		Serial # DQ2647	Doc # 01-2025-53094	$338,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,690.00	Beekman
		260	Mortgage Tax MTA Share	$984.00	Beekman
		275	1-6 Family	$845.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$3,519.00	
			Receipt Total:	$3,519.00	
25570	9/18/2025	Mortgagor:	HUDYMIAK MYKOLA I		
		Mortgagee:	MLB RESIDENTIAL LENDING		
		Serial # DQ2648	Doc # 01-2025-53095	$210,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,050.00	Wappinger
		260	Mortgage Tax MTA Share	$600.00	Wappinger
		275	1-6 Family	$525.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,175.00	
			Receipt Total:	$2,175.00	
25575	9/18/2025	Mortgagor:	SANTIAGO ZULEIMA CABRERA		
		Mortgagee:	TOTAL MORTGAGE SERVICES LLC		
		Serial # DQ2650	Doc # 01-2025-53096	$375,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,875.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,095.00	Town of Poughkeepsie
		275	1-6 Family	$937.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3,907.50	
			Receipt Total:	$3,907.50	
25576	9/18/2025	Mortgagor:	KOWALCZYK KRISTA M		
		Mortgagee:	CROSSCOUNTRY MORTGAGE LLC		
		Serial # DQ2651	Doc # 01-2025-53097	$412,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,062.50	Fishkill
		260	Mortgage Tax MTA Share	$1,207.50	Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$1,031.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$4,301.25	
			Receipt Total:	$4,301.25	
25596	9/19/2025	Mortgagor:	LEPTON & QUARK LLC		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2652		Doc # 01-2025-2008	$350,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,750.00	Wappinger
		260	Mortgage Tax MTA Share	$1,050.00	
		270	SONYMA	$875.00	
		276	Mortgage Tax Local	$0.00	
				$3,675.00	
			Receipt Total:	$3,675.00	
25599	9/19/2025	Mortgagor:	SIMS COREEN		
		Mortgagee:	PLANET HOME LENDING LLC		
	Serial # DQ2653		Doc # 01-2025-53098	$13,273.88	1-2 Family Residence
		250	Mortgage Tax County	$66.50	Fishkill
		260	Mortgage Tax MTA Share	$9.90	Fishkill
		275	1-6 Family	$33.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$109.65	
			Receipt Total:	$109.65	
25600	9/19/2025	Mortgagor:	RODNEY APRIL		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2654		Doc # 01-2025-53099	$131,636.00	1-2 Family Residence
		250	Mortgage Tax County	$658.00	Pawling
		260	Mortgage Tax MTA Share	$364.80	Pawling
		275	1-6 Family	$329.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$1,351.80	
			Receipt Total:	$1,351.80	
25602	9/19/2025	Mortgagor:	VELOCITY HOUSE BUYERS LLC		
		Mortgagee:	KIAVI FUNDING INC		
	Serial # DQ2655		Doc # 01-2025-2009	$315,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,575.00	City of Beacon
		260	Mortgage Tax MTA Share	$915.00	
		275	1-6 Family	$787.50	
		276	Mortgage Tax Local	$0.00	
				$3,277.50	
			Receipt Total:	$3,277.50	
25603	9/19/2025	Mortgagor:	WOYTUK NICHOLAS		
		Mortgagee:	BANK OF MILLBROOK		
	Serial # DQ2656		Doc # 01-2025-2010	$288,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,440.00	Amenia

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$834.00	
		275	1-6 Family	$720.00	
		276	Mortgage Tax Local	$0.00	
				$2,994.00	
			Receipt Total:	$2,994.00	
25605	9/19/2025	Mortgagor: PORATH LINDA M			
		Mortgagee: KEYBANK NATL ASSOC			
	Serial # DQ2657		Doc # 01-2025-2011	$442,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,210.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,296.00	
		275	1-6 Family	$1,105.00	
		276	Mortgage Tax Local	$0.00	
				$4,611.00	
			Receipt Total:	$4,611.00	
25609	9/19/2025	Mortgagor: LEONARDI CLARE			
		Mortgagee: TOLL BROTHERS MORTGAGE CO			
	Serial # DQ2658		Doc # 01-2025-53100	$400,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,000.00	Fishkill
		260	Mortgage Tax MTA Share	$1,170.00	Fishkill
		275	1-6 Family	$1,000.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$4,170.00	
			Receipt Total:	$4,170.00	
25610	9/19/2025	Mortgagor: BW PERFECT CASA LLC			
		Mortgagee: CHAMPIONS FUNDING LLC			
	Serial # DQ2659		Doc # 01-2025-2012	$228,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,140.00	Hyde Park
		260	Mortgage Tax MTA Share	$654.00	
		275	1-6 Family	$570.00	
		276	Mortgage Tax Local	$0.00	
				$2,364.00	
			Receipt Total:	$2,364.00	
25620	9/19/2025	Mortgagor: GREY HEATHER			
		Mortgagee: PRIMELENDING			
	Serial # DQ2660		Doc # 01-2025-2013	$320,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,600.00	East Fishkill
		260	Mortgage Tax MTA Share	$930.00	
		275	1-6 Family	$800.00	
		276	Mortgage Tax Local	$0.00	
				$3,330.00	
			Receipt Total:	$3,330.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25621	9/19/2025	Mortgagor: PUGLIESE JOSEPH A			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2661	Doc # 01-2025-53101		$630,656.00	1-2 Family Residence
	250	Mortgage Tax County		$3,153.50	Stanford
	260	Mortgage Tax MTA Share		$1,862.10	Stanford
	275	1-6 Family		$1,576.75	Stanford
	276	Mortgage Tax Local		$0.00	Stanford
				$6,592.35	
			Receipt Total:	$6,592.35	
25625	9/19/2025	Mortgagor: LEMMEY THOMAS P			
		Mortgagee: BANK OF AMERICA NA			
	Serial # DQ2662	Doc # 01-2025-53102		$540,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,700.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,590.00	East Fishkill
	275	1-6 Family		$1,350.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$5,640.00	
			Receipt Total:	$5,640.00	
25637	9/19/2025	Mortgagor: MORAITIS LOUIS F			
		Mortgagee: MID HUDSON VALLEY FCU			
	Serial #	Doc # 01-2025-53103		$35,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$175.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$75.00	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$250.00	
			Receipt Total:	$250.00	
25653	9/19/2025	Mortgagor: LOLKUS MICHAEL			
		Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2663	Doc # 01-2025-53104		$425,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,125.00	Red Hook
	260	Mortgage Tax MTA Share		$1,245.00	Red Hook
	275	1-6 Family		$1,062.50	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$4,432.50	
			Receipt Total:	$4,432.50	
25656	9/19/2025	Mortgagor: BOOKER DIAMOND			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2664	Doc # 01-2025-53105		$501,270.00	1-2 Family Residence
	250	Mortgage Tax County		$2,506.50	Beekman
	260	Mortgage Tax MTA Share		$1,473.90	Beekman
	275	1-6 Family		$1,253.25	Beekman

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Beekman
				$5,233.65	
			Receipt Total:	$5,233.65	
25659	9/19/2025	Mortgagor: VENNING LISA T			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2665		Doc # 01-2025-53106	$343,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,715.00	Fishkill
		260	Mortgage Tax MTA Share	$999.00	Fishkill
		275	1-6 Family	$857.50	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,571.50	
			Receipt Total:	$3,571.50	
25660	9/19/2025	Mortgagor: RENDE CHARLES D			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2666		Doc # 01-2025-53107	$127,000.00	1-2 Family Residence
		250	Mortgage Tax County	$635.00	City of Beacon
		260	Mortgage Tax MTA Share	$351.00	City of Beacon
		275	1-6 Family	$317.50	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$1,303.50	
			Receipt Total:	$1,303.50	
25664	9/19/2025	Mortgagor: SHULER AUDRY			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2667		Doc # 01-2025-53108	$391,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,957.50	Fishkill
		260	Mortgage Tax MTA Share	$1,144.50	Fishkill
		275	1-6 Family	$978.75	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$4,080.75	
			Receipt Total:	$4,080.75	
25674	9/19/2025	Mortgagor: MARCHESI GIULIANA			
		Mortgagee: GUARANTEED RATE INC			
	Serial # DQ2668		Doc # 01-2025-53109	$578,400.00	1-2 Family Residence
		250	Mortgage Tax County	$2,892.00	Red Hook
		260	Mortgage Tax MTA Share	$1,705.20	Red Hook
		275	1-6 Family	$1,446.00	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$6,043.20	
			Receipt Total:	$6,043.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25676	9/19/2025	Mortgagor: SAUBER RONALD J Mortgagee: NEWREZ LLC			
	Serial # DQ2669	Doc # 01-2025-53110		$300,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,500.00	Beekman
	260	Mortgage Tax MTA Share		$870.00	Beekman
	275	1-6 Family		$750.00	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$3,120.00	
			Receipt Total:	$3,120.00	
25683	9/19/2025	Mortgagor: BOLOGNA MICHAEL Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2670	Doc # 01-2025-53111		$407,400.00	1-2 Family Residence
	250	Mortgage Tax County		$2,037.00	Fishkill
	260	Mortgage Tax MTA Share		$1,192.20	Fishkill
	275	1-6 Family		$1,018.50	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$4,247.70	
			Receipt Total:	$4,247.70	
25688	9/19/2025	Mortgagor: OCEANS 111 MANAGEMENT LLC Mortgagee: EASY STREET CAPITAL LLC			
	Serial # DQ2671	Doc # 01-2025-53112		$329,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,645.00	City of Beacon
	260	Mortgage Tax MTA Share		$957.00	City of Beacon
	275	1-6 Family		$822.50	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$3,424.50	
			Receipt Total:	$3,424.50	
25707	9/19/2025	Mortgagor: FIGUEROA CAMERIN Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2672	Doc # 01-2025-53113		$195,304.00	1-2 Family Residence
	250	Mortgage Tax County		$976.50	Fishkill
	260	Mortgage Tax MTA Share		$555.90	Fishkill
	275	1-6 Family		$488.25	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$2,020.65	
			Receipt Total:	$2,020.65	
25710	9/19/2025	Mortgagor: GRAN PAUL Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2673	Doc # 01-2025-53114		$408,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,040.00	Fishkill
	260	Mortgage Tax MTA Share		$1,194.00	Fishkill
	275	1-6 Family		$1,020.00	Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Fishkill
				$4,254.00	
			Receipt Total:	$4,254.00	
25711	9/19/2025	Mortgagor: HALL KARL R			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2674		Doc # 01-2025-53115	$488,979.00	1-2 Family Residence
		250	Mortgage Tax County	$2,445.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,437.00	East Fishkill
		275	1-6 Family	$1,222.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$5,104.50	
			Receipt Total:	$5,104.50	
25712	9/19/2025	Mortgagor: JOHNSON AMIE			
		Mortgagee: ULSTER SAVINGS BANK			
	Serial # DQ2675		Doc # 01-2025-53116	$295,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,475.00	Fishkill
		260	Mortgage Tax MTA Share	$855.00	Fishkill
		275	1-6 Family	$737.50	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,067.50	
			Receipt Total:	$3,067.50	
25713	9/19/2025	Mortgagor: GININ JOSE FERMIN PASATO			
		Mortgagee: UNITED WHOLESALE MORTAGE LLC			
	Serial # DQ2676		Doc # 01-2025-53117	$306,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,530.00	Fishkill
		260	Mortgage Tax MTA Share	$888.00	Fishkill
		275	1-6 Family	$765.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,183.00	
			Receipt Total:	$3,183.00	
25719	9/22/2025	Mortgagor: BANKS CAROLINE			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2677		Doc # 01-2025-2014	$360,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,800.00	Fishkill
		260	Mortgage Tax MTA Share	$1,050.00	
		275	1-6 Family	$900.00	
		276	Mortgage Tax Local	$0.00	
				$3,750.00	
			Receipt Total:	$3,750.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25720	9/22/2025	Mortgagor: GILMAN CHRISTOPHER E Mortgagee: PENNYMAC LOAN SERVICES LLC			
	Serial # DQ2678	Doc # 01-2025-2015		$490,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,450.00	Beekman
	260	Mortgage Tax MTA Share		$1,440.00	
	275	1-6 Family		$1,225.00	
	276	Mortgage Tax Local		$0.00	
				$5,115.00	
			Receipt Total:	$5,115.00	
25724	9/22/2025	Mortgagor: KRIEGER ROMA P Mortgagee: LONGBRIDGE FINANCIAL LLC			
	Serial #	Doc # 01-2025-53118		$877,500.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Red Hook
				$0.00	
25724	9/22/2025	Mortgagor: KRIEGER ROMA P Mortgagee: FEDERAL HOUSING COMMISSIONER			
	Serial #	Doc # 01-2025-53119		$877,500.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Red Hook
				$0.00	
			Receipt Total:	$0.00	
25732	9/22/2025	Mortgagor: LOPEZ CRISTINA MARIE Mortgagee: MOVEMENT MORTGAGE LLC			
	Serial # DQ2679	Doc # 01-2025-53121		$398,646.00	1-2 Family Residence
	250	Mortgage Tax County		$1,993.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,165.80	East Fishkill
	275	1-6 Family		$996.50	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$4,155.30	
			Receipt Total:	$4,155.30	
25735	9/22/2025	Mortgagor: RUSK JAMES Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2680	Doc # 01-2025-53122		$350,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,750.00	Rhinebeck
	260	Mortgage Tax MTA Share		$1,020.00	Rhinebeck
	275	1-6 Family		$875.00	Rhinebeck
	276	Mortgage Tax Local		$0.00	Rhinebeck
				$3,645.00	
			Receipt Total:	$3,645.00	
25738	9/22/2025				Comments: Submitter recorded the document twice. Original mtg #53055 was recorded 9/17/25
	Serial # DQ2681	Doc # --			1-2 Family Residence
	250	Mortgage Tax County		$0.00	East Fishkill
	260	Mortgage Tax MTA Share		$0.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$0.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	
25747	9/22/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53124	$112,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$562.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$337.50	City of Poughkeepsie
		275	1-6 Family	$281.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,181.25	
			Receipt Total:	$1,181.25	
25748	9/22/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53125	$112,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$562.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$337.50	City of Poughkeepsie
		275	1-6 Family	$281.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,181.25	
			Receipt Total:	$1,181.25	
25750	9/22/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	DQ2682 Doc # 01-2025-53126	$112,500.00	1-2 Family Residence
		250	Mortgage Tax County	$562.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$307.50	City of Poughkeepsie
		275	1-6 Family	$281.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,151.25	
			Receipt Total:	$1,151.25	
25751	9/22/2025	Mortgagor:	ROSEN ANGELA		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
		Serial #	Doc # 01-2025-53127	$2,129.21	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Pleasant Valley
				$0.00	
			Receipt Total:	$0.00	
25783	9/22/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53128	$117,239.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$586.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$351.60	City of Poughkeepsie
		275	1-6 Family	$293.00	City of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,230.60	
			Receipt Total:	$1,230.60	
25787	9/22/2025	Mortgagor: BAKER DEREK R			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
		Serial #	Doc # 01-2025-53129	$19,675.03	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Beacon
				$0.00	
			Receipt Total:	$0.00	
25788	9/22/2025	Mortgagor: TORRE ELENA M			
		Mortgagee: CITIZENS BANK NA			
		Serial # DQ2683	Doc # 01-2025-53130	$40,000.00	1-2 Family Residence
		250	Mortgage Tax County	$200.00	Stanford
		260	Mortgage Tax MTA Share	$90.00	Stanford
		275	1-6 Family	$100.00	Stanford
		276	Mortgage Tax Local	$0.00	Stanford
				$390.00	
			Receipt Total:	$390.00	
25793	9/22/2025	Mortgagor: POLANCO EDWIN J			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
		Serial # DQ2684	Doc # 01-2025-53131	$67,000.00	1-2 Family Residence
		250	Mortgage Tax County	$335.00	Beekman
		260	Mortgage Tax MTA Share	$171.00	Beekman
		275	1-6 Family	$167.50	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$673.50	
			Receipt Total:	$673.50	
25796	9/22/2025	Mortgagor: GUNTER DEENA D			
		Mortgagee: TOTAL MORTGAGE SERVICES LLC			
		Serial # DQ2685	Doc # 01-2025-53132	$444,795.00	1-2 Family Residence
		250	Mortgage Tax County	$2,224.00	Dover
		260	Mortgage Tax MTA Share	$1,304.40	Dover
		275	1-6 Family	$1,112.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$4,640.40	
			Receipt Total:	$4,640.40	
25797	9/22/2025	Mortgagor: WILLIAMSON MAKAYLA			
		Mortgagee: BETTER MORTGAGE CORPORATION			
		Serial # DQ2686	Doc # 01-2025-2016	$327,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,638.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$953.10	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$819.25	
		276	Mortgage Tax Local	$0.00	
				$3,410.85	
			Receipt Total:	$3,410.85	
25799	9/22/2025	Mortgagor:	RUSSO BRYANNA		
		Mortgagee:	PRIMELENDING		
	Serial # DQ2687		Doc # 01-2025-53133	$664,450.00	1-2 Family Residence
		250	Mortgage Tax County	$3,322.00	Wappinger
		260	Mortgage Tax MTA Share	$1,963.20	Wappinger
		275	1-6 Family	$1,661.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$6,946.20	
			Receipt Total:	$6,946.20	
25800	9/22/2025	Mortgagor:	MELAHN TAYLOR		
		Mortgagee:	PROSPERITY HOME MORTGAGE LLC		
	Serial # DQ2688		Doc # 01-2025-53134	$277,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,385.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$801.00	Pleasant Valley
		275	1-6 Family	$692.50	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$2,878.50	
			Receipt Total:	$2,878.50	
25845	9/22/2025	Mortgagor:	MARTINEZ BETZY GARCIA		
		Mortgagee:	HUDSON VALLEY CREDIT UNION		
	Serial #		Doc # 01-2025-53137	$365,750.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,828.50	Hyde Park
		260	Mortgage Tax MTA Share	$1,067.10	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$2,895.60	
			Receipt Total:	$2,895.60	
25847	9/22/2025	Mortgagor:	GORDON VENETTA A		
		Mortgagee:	UNITED WHOLESALE MORTGAGE LLC		
	Serial # DQ2689		Doc # 01-2025-53138	$354,090.00	1-2 Family Residence
		250	Mortgage Tax County	$1,770.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,032.30	Town of Poughkeepsie
		275	1-6 Family	$885.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3,688.05	
			Receipt Total:	$3,688.05	
25883	9/23/2025	Mortgagor:	OCONNOR FAMILY TRUST		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2690		Doc # 01-2025-2017	$145,599.28	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$728.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$406.80	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,134.80	
			Receipt Total:	$1,134.80	
25891	9/23/2025	Mortgagor: ALLSUP JAMES			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2691		Doc # 01-2025-2019	$340,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,700.00	Hyde Park
		260	Mortgage Tax MTA Share	$990.00	
		275	1-6 Family	$850.00	
		276	Mortgage Tax Local	$0.00	
				$3,540.00	
			Receipt Total:	$3,540.00	
25897	9/23/2025	Mortgagor: TAMM REBECCA			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2692		Doc # 01-2025-2020	$350,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,750.00	Rhinebeck
		260	Mortgage Tax MTA Share	$1,020.00	
		276	Mortgage Tax Local	$0.00	
				$2,770.00	
			Receipt Total:	$2,770.00	
25901	9/23/2025	Mortgagor: G3 PROPERTY GROUP LLC			
		Mortgagee: BPL MORTGAGE LLC			
	Serial #		Doc # 01-2025-53140	$112,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$562.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$337.50	City of Poughkeepsie
		275	1-6 Family	$281.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,181.25	
			Receipt Total:	$1,181.25	
25904	9/23/2025	Mortgagor: GARCIA ROBERTO A OSTOS			
		Mortgagee: KLAPROTH DAVID			
	Serial # DQ2693		Doc # 01-2025-2021	$230,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,150.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$660.00	
		276	Mortgage Tax Local	$0.00	
				$1,810.00	
			Receipt Total:	$1,810.00	
25907	9/23/2025	Mortgagor: G3 PROPERTY GROUP LLC			
		Mortgagee: BPL MORTGAGE LLC			
	Serial #		Doc # 01-2025-53141	$112,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$562.50	City of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$337.50	City of Poughkeepsie
		275	1-6 Family	$281.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,181.25	
			Receipt Total:	$1,181.25	
25908	9/23/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53142	$131,250.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$656.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$393.60	City of Poughkeepsie
		275	1-6 Family	$328.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,377.60	
			Receipt Total:	$1,377.60	
25910	9/23/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53143	$131,250.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$656.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$393.60	City of Poughkeepsie
		275	1-6 Family	$328.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,377.60	
			Receipt Total:	$1,377.60	
25912	9/23/2025	Mortgagor:	G3 PROPERTY GROUP LLC		
		Mortgagee:	BPL MORTGAGE LLC		
		Serial #	Doc # 01-2025-53144	$116,250.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$581.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$348.60	City of Poughkeepsie
		275	1-6 Family	$290.50	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,220.10	
			Receipt Total:	$1,220.10	
25914	9/23/2025	Mortgagor:	BERGH BRUNCE		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
		Serial # DQ2695	Doc # 01-2025-53145	$5,000.00	1-2 Family Residence
		250	Mortgage Tax County	$25.00	Amenia
		260	Mortgage Tax MTA Share	$0.00	Amenia
		275	1-6 Family	$12.50	Amenia
		276	Mortgage Tax Local	$0.00	Amenia
				$37.50	
			Receipt Total:	$37.50	

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Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
25917	9/23/2025	Mortgagor: DALY TRACY A Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2696	Doc # 01-2025-53146		$128,000.00	1-2 Family Residence
	250	Mortgage Tax County		$640.00	Beekman
	260	Mortgage Tax MTA Share		$354.00	Beekman
	275	1-6 Family		$320.00	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$1,314.00	
			Receipt Total:	$1,314.00	
25921	9/23/2025	Mortgagor: OCONNOR CHERYL Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2694	Doc # 01-2025-2022		$125,000.00	1-2 Family Residence
	276	Mortgage Tax Local		$0.00	
	275	1-6 Family		$312.50	
	260	Mortgage Tax MTA Share		$345.00	
	250	Mortgage Tax County		$625.00	Wappinger
				$1,282.50	
			Receipt Total:	$1,282.50	
25957	9/23/2025	Mortgagor: NELMS JEVYN Mortgagee: HABITAT FOR HUMANITY OF DUTCHESS COUNTY INC			Comments: No Fee by Law
	Serial # DQ2697	Doc # 01-2025-2023		$100,000.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Amenia
				$0.00	
			Receipt Total:	$0.00	
25960	9/23/2025	Mortgagor: ANZOVINO JOSEPH F III Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2698	Doc # 01-2025-2024		$255,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,275.00	La Grange
	260	Mortgage Tax MTA Share		$735.00	
	275	1-6 Family		$637.50	
	276	Mortgage Tax Local		$0.00	
				$2,647.50	
			Receipt Total:	$2,647.50	
25971	9/23/2025	Mortgagor: OLIVA AMY Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2699	Doc # 01-2025-2025		$395,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,975.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,155.00	
	275	1-6 Family		$987.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$4,117.50	
			Receipt Total:	$4,117.50	
25973	9/23/2025	Mortgagor: FAUBUS BRYAN			
		Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial # DQ2700		Doc # 01-2025-2026	$519,200.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,596.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,527.60	
		276	Mortgage Tax Local	$0.00	
				$4,123.60	
			Receipt Total:	$4,123.60	
25975	9/23/2025	Mortgagor: OWENS ALFRED L III			
		Mortgagee: NORMANDY CORPORATION			
	Serial # DQ2701		Doc # 01-2025-2027	$98,000.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$490.00	Clinton
		260	Mortgage Tax MTA Share	$294.00	
		275	1-6 Family	$245.00	
		276	Mortgage Tax Local	$0.00	
				$1,029.00	
			Receipt Total:	$1,029.00	
25977	9/23/2025	Mortgagor: GARCIA LEYDI JHOANNA LOPEZ			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2702		Doc # 01-2025-2028	$400,500.00	1-2 Family Residence
		250	Mortgage Tax County	$2,002.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,171.50	
		275	1-6 Family	$1,001.25	
		276	Mortgage Tax Local	$0.00	
				$4,175.25	
			Receipt Total:	$4,175.25	
25978	9/23/2025	Mortgagor: HENRY GARRISON GEORGE			
		Mortgagee: BANK OF AMERICA NA			
	Serial # DQ2703		Doc # 01-2025-2029	$164,800.00	1-2 Family Residence
		250	Mortgage Tax County	$824.00	Fishkill
		260	Mortgage Tax MTA Share	$464.40	
		275	1-6 Family	$412.00	
		276	Mortgage Tax Local	$0.00	
				$1,700.40	
			Receipt Total:	$1,700.40	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25980	9/23/2025	Mortgagor: CRESS JILL Mortgagee: CITIZENS BANK NA			
	Serial # DQ2704	Doc # 01-2025-53147		$250,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,250.00	Hyde Park
	260	Mortgage Tax MTA Share		$720.00	Hyde Park
	275	1-6 Family		$625.00	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$2,595.00	
			Receipt Total:	$2,595.00	
25981	9/23/2025	Mortgagor: PLAZA ALMA LLC Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53148		$195,000.00	(E) CR Un/Nat Pr
	275	1-6 Family		$0.00	City of Beacon
	250	Mortgage Tax County		$975.00	City of Beacon
	260	Mortgage Tax MTA Share		$555.00	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$1,530.00	
			Receipt Total:	$1,530.00	
25982	9/23/2025	Mortgagor: ARTSCHWAGER CLARA Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53150		$460,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$2,300.00	Red Hook
	260	Mortgage Tax MTA Share		$1,350.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$3,650.00	
			Receipt Total:	$3,650.00	
25985	9/23/2025	Mortgagor: 6 W MAIN STREET LLC Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53151		$280,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,400.00	City of Beacon
	260	Mortgage Tax MTA Share		$810.00	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$2,210.00	
			Receipt Total:	$2,210.00	
25990	9/23/2025	Mortgagor: KILLMER MICHAEL R Mortgagee: NATIONSTAR MORTGAGE LLC			
	Serial # DQ2705	Doc # 01-2025-53153		$558,800.00	1-2 Family Residence
	250	Mortgage Tax County		$2,794.00	Union Vale
	260	Mortgage Tax MTA Share		$1,646.40	Union Vale
	275	1-6 Family		$1,397.00	Union Vale
	276	Mortgage Tax Local		$0.00	Union Vale
				$5,837.40	
			Receipt Total:	$5,837.40	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25991	9/23/2025	Mortgagor: HUGHES ERICA ROSE			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2706	Doc # 01-2025-53154		$315,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,575.00	City of Beacon
	260	Mortgage Tax MTA Share		$915.00	City of Beacon
	275	1-6 Family		$787.50	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$3,277.50	
			Receipt Total:	$3,277.50	
25994	9/23/2025	Mortgagor: ALVEAR JORGE A ORDONEZ			
		Mortgagee: PENNYMAC LOAN SERVICES LLC			
	Serial # DQ2707	Doc # 01-2025-53155		$520,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,600.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,530.00	East Fishkill
	275	1-6 Family		$1,300.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$5,430.00	
			Receipt Total:	$5,430.00	
25997	9/23/2025	Mortgagor: DAVIS JENNIFER			
		Mortgagee: NATIONWIDE MORTGAGE BANKERS INC			
	Serial # DQ2708	Doc # 01-2025-53156		$309,294.00	1-2 Family Residence
	250	Mortgage Tax County		$1,546.50	La Grange
	260	Mortgage Tax MTA Share		$897.90	La Grange
	275	1-6 Family		$773.25	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$3,217.65	
			Receipt Total:	$3,217.65	
25998	9/23/2025	Mortgagor: VARGHESE VILJO			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2709	Doc # 01-2025-53157		$200,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,000.00	Fishkill
	260	Mortgage Tax MTA Share		$570.00	Fishkill
	275	1-6 Family		$500.00	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$2,070.00	
			Receipt Total:	$2,070.00	
26001	9/23/2025	Mortgagor: GELBMAN CAROLINA			
		Mortgagee: PLAZA HOME MORTGAGE INC			
	Serial # DQ2710	Doc # 01-2025-53158		$552,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,760.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,626.00	East Fishkill
	275	1-6 Family		$1,380.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	East Fishkill
				$5,766.00	
			Receipt Total:	$5,766.00	
26002	9/23/2025	Mortgagor: KHAN FAIZA			
		Mortgagee: HOMEBRIDGE FINANCIAL SERVICES INC			
	Serial # DQ2711		Doc # 01-2025-53159	$161,645.00	1-2 Family Residence
		250	Mortgage Tax County	$808.00	East Fishkill
		260	Mortgage Tax MTA Share	$454.80	East Fishkill
		275	1-6 Family	$404.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,666.80	
			Receipt Total:	$1,666.80	
26003	9/23/2025	Mortgagor: MIGHTY MICHAEL			
		Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2712		Doc # 01-2025-2030	$120,000.00	1-2 Family Residence
		250	Mortgage Tax County	$600.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$330.00	
		275	1-6 Family	$300.00	
		276	Mortgage Tax Local	$0.00	
				$1,230.00	
			Receipt Total:	$1,230.00	
26022	9/23/2025	Mortgagor: VIGGIANO ELIZABETH			
		Mortgagee: TOTAL MORTGAGE SERVS LLC			
	Serial # DQ2713		Doc # 01-2025-2031	$232,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,160.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$666.00	
		275	1-6 Family	$580.00	
		276	Mortgage Tax Local	$0.00	
				$2,406.00	
			Receipt Total:	$2,406.00	
26025	9/24/2025	Mortgagor: MONACO JOSEPH			
		Mortgagee: CHARLES L PETERSHEIM TRUST			
	Serial # DQ2714		Doc # 01-2025-2032	$500,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,500.00	Rhinebeck
		260	Mortgage Tax MTA Share	$1,470.00	
		275	1-6 Family	$1,250.00	
		276	Mortgage Tax Local	$0.00	
				$5,220.00	
			Receipt Total:	$5,220.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26035	9/24/2025	Mortgagor: KONTOS JUSTIN R			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2715	Doc # 01-2025-2033		$109,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$545.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$297.00	
	276	Mortgage Tax Local		$0.00	
				$842.00	
			Receipt Total:	$842.00	
26038	9/24/2025	Mortgagor: RHODES BRETT			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2716	Doc # 01-2025-2034		$176,400.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$882.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$499.20	
	276	Mortgage Tax Local		$0.00	
				$1,381.20	
			Receipt Total:	$1,381.20	
26040	9/24/2025	Mortgagor: FRANKE TROY M			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2717	Doc # 01-2025-2035		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Hyde Park
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
26042	9/24/2025	Mortgagor: SPINELLA VINCENT J			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2718	Doc # 01-2025-2036		$80,000.00	(E) CR Un/Nat Pr
	276	Mortgage Tax Local		$0.00	
	260	Mortgage Tax MTA Share		$210.00	
	250	Mortgage Tax County		$400.00	Wappinger
				$610.00	
			Receipt Total:	$610.00	
26044	9/24/2025	Mortgagor: BALASIANO JACK			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2719	Doc # 01-2025-2037		$369,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,845.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,077.00	
	276	Mortgage Tax Local		$0.00	
				$2,922.00	
			Receipt Total:	$2,922.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26045	9/24/2025	Mortgagor: MAJOR BRUCE J Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2720	Doc # 01-2025-2038		$290,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,450.00	Dover
	260	Mortgage Tax MTA Share		$840.00	
	276	Mortgage Tax Local		$0.00	
				$2,290.00	
			Receipt Total:	$2,290.00	
26046	9/24/2025	Mortgagor: WISE DAYL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2721	Doc # 01-2025-2039		$39,700.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$198.50	Fishkill
	260	Mortgage Tax MTA Share		$89.10	
	276	Mortgage Tax Local		$0.00	
				$287.60	
			Receipt Total:	$287.60	
26047	9/24/2025	Mortgagor: ROSA JUAN Mortgagee: NEWREZ LLC			Comments: REFERENCE NOT MADE TO MORTGAGE PLEASE REFER TO OUR WEBSITE
	Serial # DQ2722	Doc # 01-2025-53160		$6,452.53	1-2 Family Residence
	250	Mortgage Tax County		$32.50	Hyde Park
	260	Mortgage Tax MTA Share		$0.00	Hyde Park
	275	1-6 Family		$16.25	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$48.75	
26047	9/24/2025	Mortgagor: ROSA JUAN Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53161		$15,015.37	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Hyde Park
				$0.00	
			Receipt Total:	$48.75	
26048	9/24/2025	Mortgagor: GIACALONE JOSEPH Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2723	Doc # 01-2025-2040		$150,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$750.00	East Fishkill
	260	Mortgage Tax MTA Share		$420.00	
	276	Mortgage Tax Local		$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
26051	9/24/2025	Mortgagor: 404 MAPLE STREET HOLDING LLC Mortgagee: MID HUDSON VALLEY FCU			
	Serial # DQ2724	Doc # 01-2025-2041		$320,000.00	(NE) Commercial
	276	Mortgage Tax Local		$0.00	
	270	SONYMA		$800.00	

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Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$960.00	
		250	Mortgage Tax County	$1,600.00	City of Poughkeepsie
				$3,360.00	
			Receipt Total:	$3,360.00	
26052	9/24/2025	Mortgagor:	MAZURE MARIE		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2725		Doc # 01-2025-2043	$40,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$200.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$90.00	
		276	Mortgage Tax Local	$0.00	
				$290.00	
			Receipt Total:	$290.00	
26053	9/24/2025	Mortgagor:	340 E POUND LLC		
		Mortgagee:	LOAN FUNDER LLC SERIES 106081		
	Serial # DQ2726		Doc # 01-2025-53162	$366,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,833.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,069.80	City of Poughkeepsie
		275	1-6 Family	$916.50	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$3,819.30	
			Receipt Total:	$3,819.30	
26064	9/24/2025	Mortgagor:	KITSON SADIKI A		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2727		Doc # 01-2025-2044	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
26068	9/24/2025	Mortgagor:	KNOWLTON ELIZABETH		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2025-53164	$399,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,995.00	Beekman
		260	Mortgage Tax MTA Share	$1,167.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$3,162.00	
			Receipt Total:	$3,162.00	
26074	9/24/2025	Mortgagor:	MCKAY HENRY J JR		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2728		Doc # 01-2025-53165	$177,000.00	1-2 Family Residence
		250	Mortgage Tax County	$885.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$501.00	Pleasant Valley
		275	1-6 Family	$442.50	Pleasant Valley

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Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$1,828.50	
			Receipt Total:	$1,828.50	
26085	9/24/2025	Mortgagor: DAVIES THOMAS G			
		Mortgagee: MANUFACTURERS & TRADERS TRUST CO			
	Serial # DQ2729		Doc # 01-2025-53166	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	La Grange
		260	Mortgage Tax MTA Share	$570.00	La Grange
		275	1-6 Family	$500.00	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$2,070.00	
			Receipt Total:	$2,070.00	
26090	9/24/2025	Mortgagor: LLEWELLYN SAMANTHA			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2730		Doc # 01-2025-53167	$286,219.00	1-2 Family Residence
		250	Mortgage Tax County	$1,431.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$828.60	Town of Poughkeepsie
		275	1-6 Family	$715.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,975.10	
			Receipt Total:	$2,975.10	
26106	9/24/2025	Mortgagor: ROSS MICHAEL J			
		Mortgagee: MORTGAGE RESEARCH CENTER LLC			
	Serial # DQ2732		Doc # 01-2025-2045	$425,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,125.00	Red Hook
		260	Mortgage Tax MTA Share	$1,245.00	
		275	1-6 Family	$1,062.50	
		276	Mortgage Tax Local	$0.00	
				$4,432.50	
			Receipt Total:	$4,432.50	
26110	9/24/2025	Mortgagor: BERTUZZI ROBERT J JR			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #		Doc # 01-2025-53168	$1,170.72	No Tax / Serial #
		250	Mortgage Tax County	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	
26116	9/24/2025	Mortgagor: 5884 S ELM LLC			
		Mortgagee: 3 C S DEVELOPMENT LLC			
	Serial #		Doc # 01-2025-53169	$285,000.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$1,425.00	North East

Dutchess County Clerk
Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$855.00	North East
		275	1-6 Family	$712.50	North East
		276	Mortgage Tax Local	$0.00	North East
				$2,992.50	
			Receipt Total:	$2,992.50	
26139	9/24/2025	Mortgagor:	460 FREEDOM PLAINS ROAD LLC		
		Mortgagee:	WALLKILL VALLEY FEDERAL SAVINGS & LOAN ASSOCIATION		
	Serial # DQ2733		Doc # 01-2025-2047	$42,344.48	(NE) Commercial
		250	Mortgage Tax County	$211.50	La Grange
		260	Mortgage Tax MTA Share	$126.90	
		270	SONYMA	$105.75	
		276	Mortgage Tax Local	$0.00	
				$444.15	
			Receipt Total:	$444.15	
26156	9/24/2025	Mortgagor:	RIVIECCIO JOHN		
		Mortgagee:	RHINEBECK BANK		
	Serial # DQ2734		Doc # 01-2025-2050	$170,000.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$425.00	
		260	Mortgage Tax MTA Share	$480.00	
		250	Mortgage Tax County	$850.00	Town of Poughkeepsie
				$1,755.00	
			Receipt Total:	$1,755.00	
26159	9/24/2025	Mortgagor:	UGALDE KAREN		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DQ2735		Doc # 01-2025-53170	$332,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,662.50	Hyde Park
		260	Mortgage Tax MTA Share	$967.50	Hyde Park
		275	1-6 Family	$831.25	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$3,461.25	
			Receipt Total:	$3,461.25	
26163	9/24/2025	Mortgagor:	MINOTTI TONJIA		
		Mortgagee:	AMERICAN NEIGHBORHOOD MORTGAGE ACCEPTANCE CO LLC		
	Serial # DQ2736		Doc # 01-2025-53171	$170,000.00	1-2 Family Residence
		250	Mortgage Tax County	$850.00	East Fishkill
		260	Mortgage Tax MTA Share	$480.00	East Fishkill
		275	1-6 Family	$425.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,755.00	
			Receipt Total:	$1,755.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26164	9/24/2025	Mortgagor: CHEETHAM EDWARD			
		Mortgagee: PLAZA HOME MORTGAGE INC			
	Serial # DQ2737	Doc # 01-2025-53172		$226,800.00	1-2 Family Residence
	250	Mortgage Tax County		$1,134.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$650.40	City of Poughkeepsie
	275	1-6 Family		$567.00	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$2,351.40	
			Receipt Total:	$2,351.40	
26166	9/24/2025	Mortgagor: WALKER LARRY K			
		Mortgagee: MIDFIRST BANK			
	Serial # DQ2738	Doc # 01-2025-53173		$22,572.98	1-2 Family Residence
	250	Mortgage Tax County		$113.00	Beekman
	260	Mortgage Tax MTA Share		$37.80	Beekman
	275	1-6 Family		$56.50	Beekman
	276	Mortgage Tax Local		$0.00	Beekman
				$207.30	
			Receipt Total:	$207.30	
26167	9/24/2025	Mortgagor: BYNUM ARMITRA			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53174		$30,872.05	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Hyde Park
				$0.00	
			Receipt Total:	$0.00	
26168	9/24/2025	Mortgagor: VILCHES MELINDA			
		Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53175		$23,265.63	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26169	9/24/2025	Mortgagor: BONHEUR MOISE			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2739	Doc # 01-2025-2051		$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,000.00	East Fishkill
	260	Mortgage Tax MTA Share		$570.00	
	276	Mortgage Tax Local		$0.00	
				$1,570.00	
			Receipt Total:	$1,570.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26170	9/24/2025	Mortgagor: NESCI NICOLE M Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2740	Doc # 01-2025-2052		$805,000.00	1-2 Family Residence
	250	Mortgage Tax County		$4,025.00	Clinton
	260	Mortgage Tax MTA Share		$2,385.00	
	275	1-6 Family		$2,012.50	
	276	Mortgage Tax Local		$0.00	
				$8,422.50	
			Receipt Total:	$8,422.50	
26174	9/24/2025	Mortgagor: STANULWICH TERRENCE R Mortgagee: CITIZENS BANK NA			
	Serial # DQ2741	Doc # 01-2025-53176		$125,000.00	1-2 Family Residence
	250	Mortgage Tax County		$625.00	City of Beacon
	260	Mortgage Tax MTA Share		$345.00	City of Beacon
	275	1-6 Family		$312.50	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$1,282.50	
			Receipt Total:	$1,282.50	
26175	9/24/2025	Mortgagor: RIFENBURGH KEVIN Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2742	Doc # 01-2025-2053		$110,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$550.00	Fishkill
	260	Mortgage Tax MTA Share		$300.00	
	276	Mortgage Tax Local		$0.00	
				$850.00	
			Receipt Total:	$850.00	
26186	9/24/2025	Mortgagor: BERSAK CAROLYN B Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2743	Doc # 01-2025-53177		$24,192.86	1-2 Family Residence
	250	Mortgage Tax County		$121.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$42.60	City of Poughkeepsie
	275	1-6 Family		$60.50	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$224.10	
			Receipt Total:	$224.10	
26191	9/24/2025	Mortgagor: CARTER HUNTER Mortgagee: CITIBANK NA			
	Serial # DQ2744	Doc # 01-2025-2054		$150,000.00	1-2 Family Residence
	250	Mortgage Tax County		$750.00	Red Hook
	260	Mortgage Tax MTA Share		$420.00	
	275	1-6 Family		$375.00	
	276	Mortgage Tax Local		$0.00	
				$1,545.00	
			Receipt Total:	$1,545.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26194	9/24/2025	Mortgagor: TRAINOR MICIA K			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2745	Doc # 01-2025-2055		$82,981.32	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$415.00	Wappinger
	260	Mortgage Tax MTA Share		$219.00	
	276	Mortgage Tax Local		$0.00	
				$634.00	
			Receipt Total:	$634.00	
26201	9/24/2025	Mortgagor: LEONARDIS CONCETTA E			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2746	Doc # 01-2025-2056		$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,000.00	East Fishkill
	260	Mortgage Tax MTA Share		$570.00	
	276	Mortgage Tax Local		$0.00	
				$1,570.00	
			Receipt Total:	$1,570.00	
26204	9/24/2025	Mortgagor: POWERS JULIET			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2747	Doc # 01-2025-2057		$76,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$380.00	La Grange
	260	Mortgage Tax MTA Share		$198.00	
	276	Mortgage Tax Local		$0.00	
				$578.00	
			Receipt Total:	$578.00	
26205	9/24/2025	Mortgagor: BAYER SHAWN			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2748	Doc # 01-2025-2058		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Beekman
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
26207	9/24/2025	Mortgagor: DALEY JAMES V			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2749	Doc # 01-2025-2059		$30,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$150.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$60.00	
	276	Mortgage Tax Local		$0.00	
				$210.00	
			Receipt Total:	$210.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26210	9/25/2025	Mortgagor: HOLLANDER ERIK Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2750	Doc # 01-2025-2060		$10,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$50.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$0.00	
	276	Mortgage Tax Local		$0.00	
				$50.00	
			Receipt Total:	$50.00	
26211	9/25/2025	Mortgagor: ROBINSON NATHANIEL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2751	Doc # 01-2025-2061		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Wappinger
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
26212	9/25/2025	Mortgagor: AGOSTA MICHAEL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2752	Doc # 01-2025-2062		$120,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$600.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$330.00	
	276	Mortgage Tax Local		$0.00	
				$930.00	
			Receipt Total:	$930.00	
26213	9/25/2025	Mortgagor: HERMAN J THADDEUS Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2753	Doc # 01-2025-2063		$120,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$600.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$330.00	
	276	Mortgage Tax Local		$0.00	
				$930.00	
			Receipt Total:	$930.00	
26215	9/25/2025	Mortgagor: STEIGERWALD BRYAN J Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2754	Doc # 01-2025-2064		$80,000.00	(E) CR Un/Nat Pr
	276	Mortgage Tax Local		$0.00	
	260	Mortgage Tax MTA Share		$210.00	
	250	Mortgage Tax County		$400.00	Hyde Park
				$610.00	
			Receipt Total:	$610.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26216	9/25/2025	Mortgagor: COOPER ROBERT J			
		Mortgagee: BANK OF MILLBROOK			
	Serial # DQ2755	Doc # 01-2025-2065		$315,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,575.00	North East
	260	Mortgage Tax MTA Share		$915.00	
	275	1-6 Family		$787.50	
	276	Mortgage Tax Local		$0.00	
				$3,277.50	
			Receipt Total:	$3,277.50	
26219	9/25/2025	Mortgagor: MAGGIACOMO MALLORY J			
		Mortgagee: BANK OF MILLBROOK			
	Serial # DQ2756	Doc # 01-2025-2068		$4,618.23	1-2 Family Residence
	250	Mortgage Tax County		$23.00	La Grange
	260	Mortgage Tax MTA Share		$0.00	
	275	1-6 Family		$11.50	
	276	Mortgage Tax Local		$0.00	
				$34.50	
			Receipt Total:	$34.50	
26228	9/25/2025	Mortgagor: PINEAPPLE HOUSE LLC			
		Mortgagee: FLAGSTAR BANK NA			
	Serial # DQ2758	Doc # 01-2025-53179		$500,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,500.00	Rhinebeck
	260	Mortgage Tax MTA Share		$1,470.00	Rhinebeck
	275	1-6 Family		$1,250.00	Rhinebeck
	276	Mortgage Tax Local		$0.00	Rhinebeck
				$5,220.00	
			Receipt Total:	$5,220.00	
26241	9/25/2025	Mortgagor: MARDIT DANIEL JOSHUA			
		Mortgagee: TRUSTCO BANK			
	Serial # DQ2759	Doc # 01-2025-2071		$559,375.00	1-2 Family Residence
	250	Mortgage Tax County		$2,797.00	Red Hook
	260	Mortgage Tax MTA Share		$1,648.20	
	275	1-6 Family		$1,398.50	
	276	Mortgage Tax Local		$0.00	
				$5,843.70	
			Receipt Total:	$5,843.70	
26259	9/25/2025	Mortgagor: 252 ROKEBY ROAD LLC			
		Mortgagee: BANK OF GREENE COUNTY			
	Serial # DQ2760	Doc # 01-2025-53181		$320,625.00	1-2 Family Residence
	250	Mortgage Tax County		$1,603.00	Red Hook
	260	Mortgage Tax MTA Share		$931.80	Red Hook
	275	1-6 Family		$801.50	Red Hook

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Red Hook
				$3,336.30	
			Receipt Total:	$3,336.30	
26261	9/25/2025	Mortgagor: AHERN KRISTOPHER R			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2761		Doc # 01-2025-53182	$93,000.00	1-2 Family Residence
		250	Mortgage Tax County	$465.00	City of Beacon
		260	Mortgage Tax MTA Share	$249.00	City of Beacon
		275	1-6 Family	$232.50	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$946.50	
			Receipt Total:	$946.50	
26266	9/25/2025	Mortgagor: MYERS DAWN			
		Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2762		Doc # 01-2025-2072	$330,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,650.00	La Grange
		260	Mortgage Tax MTA Share	$960.00	
		275	1-6 Family	$825.00	
		276	Mortgage Tax Local	$0.00	
				$3,435.00	
			Receipt Total:	$3,435.00	
26273	9/25/2025	Mortgagor: JAYCOX JESSICA			
		Mortgagee: PRIMELENDING			
	Serial # DQ2763		Doc # 01-2025-2073	$449,480.00	1-2 Family Residence
		250	Mortgage Tax County	$2,247.50	Dover
		260	Mortgage Tax MTA Share	$1,318.50	
		275	1-6 Family	$1,123.75	
		276	Mortgage Tax Local	$0.00	
				$4,689.75	
			Receipt Total:	$4,689.75	
26276	9/25/2025	Mortgagor: MULCAHY JOHN J			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2764		Doc # 01-2025-53183	$174,200.00	1-2 Family Residence
		250	Mortgage Tax County	$871.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$492.60	Town of Poughkeepsie
		275	1-6 Family	$435.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,799.10	
			Receipt Total:	$1,799.10	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26277	9/25/2025	Mortgagor: PRELDAKAJ BRIKEN			
		Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2765	Doc # 01-2025-53184		$407,966.00	1-2 Family Residence
	250	Mortgage Tax County		$2,040.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,194.00	East Fishkill
	275	1-6 Family		$1,020.00	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$4,254.00	
			Receipt Total:	$4,254.00	
26286	9/25/2025	Mortgagor: DIAZ MABEL			
		Mortgagee: INTERSTATE HOME LOAN CENTER INC			
	Serial # DQ2766	Doc # 01-2025-53185		$469,680.00	1-2 Family Residence
	250	Mortgage Tax County		$2,348.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,379.10	Town of Poughkeepsie
	275	1-6 Family		$1,174.25	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$4,901.85	
			Receipt Total:	$4,901.85	
26287	9/25/2025	Mortgagor: AUSTIN ALEXANDRE			
		Mortgagee: LAKEVIEW MORTGAGE BANKERS CORP			
	Serial # DQ2767	Doc # 01-2025-53186		$309,065.00	1-2 Family Residence
	250	Mortgage Tax County		$1,545.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$897.30	City of Poughkeepsie
	275	1-6 Family		$772.75	City of Poughkeepsie
	276	Mortgage Tax Local		$0.00	City of Poughkeepsie
				$3,215.55	
			Receipt Total:	$3,215.55	
26289	9/25/2025	Mortgagor: PROJECT M4 LLC			
		Mortgagee: EAST COAST CAPITAL CORP			
	Serial # DQ2768	Doc # 01-2025-2074		$390,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,950.00	Union Vale
	260	Mortgage Tax MTA Share		$1,140.00	
	275	1-6 Family		$975.00	
	276	Mortgage Tax Local		$0.00	
				$4,065.00	
			Receipt Total:	$4,065.00	
26300	9/25/2025	Mortgagor: ALTI ERICA			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2769	Doc # 01-2025-53187		$60,000.00	1-2 Family Residence
	250	Mortgage Tax County		$300.00	Beekman
	260	Mortgage Tax MTA Share		$150.00	Beekman
	275	1-6 Family		$150.00	Beekman

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Beekman
				$600.00	
			Receipt Total:	$600.00	
26306	9/25/2025	Mortgagor:	112 CREAMERY ROAD LLC		
		Mortgagee:	CARRINGTON MORTGAGE SERVICES LLC		
	Serial # DQ2770		Doc # 01-2025-53188	$483,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,415.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,419.00	East Fishkill
		275	1-6 Family	$1,207.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$5,041.50	
			Receipt Total:	$5,041.50	
26310	9/25/2025	Mortgagor:	AMONDI CHRISTIAN		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial #		Doc # 01-2025-53189	$13,222.53	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Hyde Park
				$0.00	
			Receipt Total:	$0.00	
26323	9/25/2025	Mortgagor:	VIALA EMMANUEL FRED ALIX		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DQ2771		Doc # 01-2025-53190	$223,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,115.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$639.00	Town of Poughkeepsie
		275	1-6 Family	$557.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,311.50	
			Receipt Total:	$2,311.50	
26337	9/26/2025	Mortgagor:	MALONE ADELINE P		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2772		Doc # 01-2025-2075	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	Rhinebeck
		260	Mortgage Tax MTA Share	$720.00	
		276	Mortgage Tax Local	$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
26341	9/26/2025	Mortgagor:	DEPIERRO JOHANNA		
		Mortgagee:	CROSSCOUNTRY MORTGAGE LLC		
	Serial # DQ2773		Doc # 01-2025-53191	$384,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,920.00	La Grange
		260	Mortgage Tax MTA Share	$1,122.00	La Grange

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$960.00	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$4,002.00	
			Receipt Total:	$4,002.00	
26342	9/26/2025	Mortgagor:	LUPERON KELVIN		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DQ2774		Doc # 01-2025-2076	$513,130.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,565.50	Beekman
		260	Mortgage Tax MTA Share	$1,509.30	
		276	Mortgage Tax Local	$0.00	
				$4,074.80	
			Receipt Total:	$4,074.80	
26343	9/26/2025	Mortgagor:	DECONGILIO JOSEPH A		
		Mortgagee:	WINTRUST MORTGAGE		
	Serial # DQ2775		Doc # 01-2025-53192	$475,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,375.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,395.00	East Fishkill
		275	1-6 Family	$1,187.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$4,957.50	
			Receipt Total:	$4,957.50	
26347	9/26/2025	Mortgagor:	ZIMMER CHURCH LLC		
		Mortgagee:	COMMERCIAL LENDER LLC		
	Serial # DQ2776		Doc # 01-2025-2077	$201,500.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$503.75	
		260	Mortgage Tax MTA Share	$574.50	
		250	Mortgage Tax County	$1,007.50	City of Poughkeepsie
				$2,085.75	
			Receipt Total:	$2,085.75	
26354	9/26/2025	Mortgagor:	PICKERING PHOEBE FELICIA OCTAVIA		
		Mortgagee:	UNITED WHOLESALE MORTGAGE LLC		
	Serial # DQ2777		Doc # 01-2025-53193	$231,725.00	1-2 Family Residence
		250	Mortgage Tax County	$1,158.50	Red Hook
		260	Mortgage Tax MTA Share	$665.10	Red Hook
		275	1-6 Family	$579.25	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$2,402.85	
			Receipt Total:	$2,402.85	
26359	9/26/2025	Mortgagor:	GALARZA BYRON A		
		Mortgagee:	ROCKET MORTGAGE LLC		
	Serial # DQ2778		Doc # 01-2025-53194	$119,000.00	1-2 Family Residence
		250	Mortgage Tax County	$595.00	Beekman
		260	Mortgage Tax MTA Share	$327.00	Beekman

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$297.50	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$1,219.50	
			Receipt Total:	$1,219.50	
26363	9/26/2025	Mortgagor: JOSEPH NAZNEEN			
		Mortgagee: JPMORGAN CHASE BANK NA			
		Serial # DQ2779	Doc # 01-2025-53195	$506,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,530.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,488.00	East Fishkill
		275	1-6 Family	$1,265.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$5,283.00	
			Receipt Total:	$5,283.00	
26371	9/26/2025	Mortgagor: MASALIMOVA GULNAZ			
		Mortgagee: HUDSON VALLEY CREDIT UNION			
		Serial #	Doc # 01-2025-53196	$345,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,725.00	Fishkill
		260	Mortgage Tax MTA Share	$1,005.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$2,730.00	
			Receipt Total:	$2,730.00	
26372	9/26/2025	Mortgagor: GARAFALO JOSEPH W			
		Mortgagee: HERITAGE FINANCIAL CREDIT UNION			
		Serial #	Doc # 01-2025-53197	$175,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$875.00	Dover
		260	Mortgage Tax MTA Share	$495.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$1,370.00	
			Receipt Total:	$1,370.00	
26416	9/26/2025	Mortgagor: GAEKE MELISSA ANN			
		Mortgagee: PRIMELENDING			
		Serial # DQ2780	Doc # 01-2025-53198	$234,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,170.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$672.00	City of Poughkeepsie
		275	1-6 Family	$585.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$2,427.00	
			Receipt Total:	$2,427.00	
26418	9/26/2025	Mortgagor: GOLDFARB CLIFFORD			
		Mortgagee: MOVEMENT MORTGAGE LLC			
		Serial # DQ2781	Doc # 01-2025-53199	$375,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,876.00	Wappinger
		260	Mortgage Tax MTA Share	$1,095.60	Wappinger
		275	1-6 Family	$938.00	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Wappinger
				$3,909.60	
			Receipt Total:	$3,909.60	
26420	9/26/2025	Mortgagor: DEHORS ALFRED J			
		Mortgagee: NATIONWIDE MORTGAGE BANKERS INC			
	Serial # DQ2782		Doc # 01-2025-53200	$380,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,900.00	Washington
		260	Mortgage Tax MTA Share	$1,110.00	Washington
		275	1-6 Family	$950.00	Washington
		276	Mortgage Tax Local	$0.00	Washington
				$3,960.00	
			Receipt Total:	$3,960.00	
26439	9/26/2025	Mortgagor: JOB LINDA LIDISE			
		Mortgagee: POINT DIGITAL FINANCE INC			
	Serial # DQ2783		Doc # 01-2025-53201	$85,000.00	1-2 Family Residence
		250	Mortgage Tax County	$425.00	Hyde Park
		260	Mortgage Tax MTA Share	$225.00	Hyde Park
		275	1-6 Family	$212.50	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$862.50	
			Receipt Total:	$862.50	
26440	9/26/2025	Mortgagor: G3 PROPERTY GROUP LLC			
		Mortgagee: BPL MORTGAGE LLC			
	Serial #		Doc # 01-2025-53202	$117,647.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$588.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$352.80	City of Poughkeepsie
		275	1-6 Family	$294.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$1,234.80	
			Receipt Total:	$1,234.80	
26446	9/26/2025	Mortgagor: BLANCO GONZALEZ NIURKA			
		Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2784		Doc # 01-2025-53203	$538,400.00	1-2 Family Residence
		250	Mortgage Tax County	$2,692.00	Beekman
		260	Mortgage Tax MTA Share	$1,585.20	Beekman
		275	1-6 Family	$1,346.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$5,623.20	
			Receipt Total:	$5,623.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26450	9/26/2025	Mortgagor: BOYLE JAIME Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53204		$374,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,870.00	Red Hook
	260	Mortgage Tax MTA Share		$1,092.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$2,962.00	
			Receipt Total:	$2,962.00	
26451	9/26/2025	Mortgagor: VOGEL MATTHEW Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2785	Doc # 01-2025-53205		$267,750.00	1-2 Family Residence
	250	Mortgage Tax County		$1,338.50	East Fishkill
	260	Mortgage Tax MTA Share		$773.10	East Fishkill
	275	1-6 Family		$669.25	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$2,780.85	
			Receipt Total:	$2,780.85	
26458	9/26/2025	Mortgagor: BROWN BETHANY ELIZABETH Mortgagee: M&T BANK			
	Serial # DQ2786	Doc # 01-2025-53206		$8,250.00	1-2 Family Residence
	250	Mortgage Tax County		$41.00	East Fishkill
	260	Mortgage Tax MTA Share		$0.00	East Fishkill
	275	1-6 Family		$20.50	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$61.50	
			Receipt Total:	$61.50	
26468	9/26/2025	Mortgagor: MENDELSOHN DANIEL Mortgagee: THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND			
	Serial # DQ2787	Doc # 01-2025-53207		$150,000.00	1-2 Family Residence
	250	Mortgage Tax County		$750.00	Red Hook
	260	Mortgage Tax MTA Share		$420.00	Red Hook
	275	1-6 Family		$375.00	Red Hook
	276	Mortgage Tax Local		$0.00	Red Hook
				$1,545.00	
			Receipt Total:	$1,545.00	
26482	9/26/2025	Mortgagor: TEMPLE YVETTE N Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2788	Doc # 01-2025-53208		$280,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,400.00	Hyde Park
	260	Mortgage Tax MTA Share		$810.00	Hyde Park
	275	1-6 Family		$700.00	Hyde Park

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Hyde Park
				$2,910.00	
			Receipt Total:	$2,910.00	
26498	9/29/2025	Mortgagor: SANCHEZ OMAIRA			
		Mortgagee: NBKC BANK			
	Serial # DQ2789		Doc # 01-2025-2078	$365,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,827.50	Pawling
		260	Mortgage Tax MTA Share	$1,066.50	
		275	1-6 Family	$913.75	
		276	Mortgage Tax Local	$0.00	
				$3,807.75	
			Receipt Total:	$3,807.75	
26501	9/29/2025	Mortgagor: ARCARA VANESSA			
		Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2790		Doc # 01-2025-2079	$562,500.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,812.50	Stanford
		260	Mortgage Tax MTA Share	$1,657.50	
		276	Mortgage Tax Local	$0.00	
				$4,470.00	
			Receipt Total:	$4,470.00	
26507	9/29/2025	Mortgagor: DALESSIO DOMINIC			
		Mortgagee: TEG FCU			
	Serial #		Doc # 01-2025-53209	$342,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,710.00	Hyde Park
		260	Mortgage Tax MTA Share	$996.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$2,706.00	
			Receipt Total:	$2,706.00	
26508	9/29/2025	Mortgagor: ZACEK NATHANIEL			
		Mortgagee: SOFI BANK NATL ASSOC			
	Serial # DQ2791		Doc # 01-2025-2080	$624,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,120.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,842.00	
		275	1-6 Family	$1,560.00	
		276	Mortgage Tax Local	$0.00	
				$6,522.00	
			Receipt Total:	$6,522.00	
26515	9/29/2025	Mortgagor: BERNSTEIN BRANDIE			
		Mortgagee: RHINEBECK BANK			
	Serial # DQ2792		Doc # 01-2025-2081	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	La Grange

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	
26517	9/29/2025	Mortgagor:	BARTHEL DANIELLE E		
		Mortgagee:	PROSPERITY HOME MORTGAGE LLC		
	Serial # DQ2793		Doc # 01-2025-2082	$195,000.00	1-2 Family Residence
		250	Mortgage Tax County	$975.00	Red Hook
		260	Mortgage Tax MTA Share	$555.00	
		275	1-6 Family	$487.50	
		276	Mortgage Tax Local	$0.00	
				$2,017.50	
			Receipt Total:	$2,017.50	
26520	9/29/2025	Mortgagor:	GEORGE ADELE ARNELL		
		Mortgagee:	RHINEBECK BANK		
	Serial # DQ2794		Doc # 01-2025-2083	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Milan
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	
26521	9/29/2025	Mortgagor:	BENNETT STEVE ANTHONY		
		Mortgagee:	NEWREZ LLC		
	Serial # DQ2795		Doc # 01-2025-53210	$5,794.19	1-2 Family Residence
		250	Mortgage Tax County	$29.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	City of Poughkeepsie
		275	1-6 Family	$14.50	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$43.50	
			Receipt Total:	$43.50	
26524	9/29/2025	Mortgagor:	MCLAIN JANET M		
		Mortgagee:	HUDSON VALLEY CR UNION		
	Serial # DQ2796		Doc # 01-2025-2085	$140,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$700.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$390.00	
		276	Mortgage Tax Local	$0.00	
				$1,090.00	
			Receipt Total:	$1,090.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26526	9/29/2025	Mortgagor: SCHINDLER VINCENT E			
		Mortgagee: FARM CREDIT EAST ACA			
	Serial #	Doc # 01-2025-53212		$400,000.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Beekman
				$0.00	
			Receipt Total:	$0.00	
26531	9/29/2025	Mortgagor: KOMAROVA ANDREA			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2797	Doc # 01-2025-53213		$320,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,600.00	Dover
	260	Mortgage Tax MTA Share		$930.00	Dover
	275	1-6 Family		$800.00	Dover
	276	Mortgage Tax Local		$0.00	Dover
				$3,330.00	
			Receipt Total:	$3,330.00	
26532	9/29/2025	Mortgagor: ALLMAN BRENT KENNETH			
		Mortgagee: AMERICAN NEIGHBORHOOD MORTGAGE ACCEPTANCE CO LLC			
	Serial # DQ2798	Doc # 01-2025-53214		$193,500.00	1-2 Family Residence
	250	Mortgage Tax County		$967.50	Fishkill
	260	Mortgage Tax MTA Share		$550.50	Fishkill
	275	1-6 Family		$483.75	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$2,001.75	
			Receipt Total:	$2,001.75	
26535	9/29/2025	Mortgagor: NEAVE PAUL A			
		Mortgagee: NATIONWIDE MORTGAGE BANKERS INC			
	Serial # DQ2799	Doc # 01-2025-53215		$384,625.00	1-2 Family Residence
	250	Mortgage Tax County		$1,923.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,123.80	Town of Poughkeepsie
	275	1-6 Family		$961.50	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$4,008.30	
			Receipt Total:	$4,008.30	
26536	9/29/2025	Mortgagor: CASSELS OLIVER			
		Mortgagee: NEWREZ LLC			
	Serial # DQ2800	Doc # 01-2025-2086		$301,750.00	1-2 Family Residence
	250	Mortgage Tax County		$1,508.50	Hyde Park
	260	Mortgage Tax MTA Share		$875.10	
	275	1-6 Family		$754.25	
	276	Mortgage Tax Local		$0.00	
				$3,137.85	
			Receipt Total:	$3,137.85	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26540	9/29/2025	Mortgagor: HANLON FAMILY TRUST Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2801	Doc # 01-2025-2087		$110,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$550.00	Stanford
	260	Mortgage Tax MTA Share		$300.00	
	276	Mortgage Tax Local		$0.00	
				$850.00	
			Receipt Total:	$850.00	
26541	9/29/2025	Mortgagor: TUDRYN DAWN Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2802	Doc # 01-2025-2088		$75,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$375.00	Fishkill
	260	Mortgage Tax MTA Share		$195.00	
	276	Mortgage Tax Local		$0.00	
				$570.00	
			Receipt Total:	$570.00	
26542	9/29/2025	Mortgagor: SERVIDIO JESSICA L Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2803	Doc # 01-2025-2089		$120,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$600.00	La Grange
	260	Mortgage Tax MTA Share		$330.00	
	276	Mortgage Tax Local		$0.00	
				$930.00	
			Receipt Total:	$930.00	
26544	9/29/2025	Mortgagor: MELLEY ANN MARIE Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2804	Doc # 01-2025-2090		$70,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$350.00	Wappinger
	260	Mortgage Tax MTA Share		$180.00	
	276	Mortgage Tax Local		$0.00	
				$530.00	
			Receipt Total:	$530.00	
26554	9/29/2025	Mortgagor: PARKER ARIEL Mortgagee: JPMORGAN CHASE BANK NA			
	Serial # DQ2805	Doc # 01-2025-2091		$200,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,000.00	East Fishkill
	260	Mortgage Tax MTA Share		$570.00	
	275	1-6 Family		$500.00	
	276	Mortgage Tax Local		$0.00	
				$2,070.00	
			Receipt Total:	$2,070.00	

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
26566	9/29/2025	Mortgagor: WYNNE JOHN VINCENT			
		Mortgagee: MOVEMENT MORTGAGE LLC			
	Serial # DQ2806	Doc # 01-2025-2092		$322,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,610.00	Union Vale
	260	Mortgage Tax MTA Share		$936.00	
	275	1-6 Family		$805.00	
	276	Mortgage Tax Local		$0.00	
				$3,351.00	
			Receipt Total:	$3,351.00	
26574	9/29/2025	Mortgagor: KIRWIN JOHN			
		Mortgagee: BANK OF MILLBROOK			
	Serial # DQ2807	Doc # 01-2025-53216		$125,000.00	1-2 Family Residence
	250	Mortgage Tax County		$625.00	Pine Plains
	260	Mortgage Tax MTA Share		$345.00	Pine Plains
	275	1-6 Family		$312.50	Pine Plains
	276	Mortgage Tax Local		$0.00	Pine Plains
				$1,282.50	
			Receipt Total:	$1,282.50	
26576	9/29/2025	Mortgagor: LAMPARIELLO ALLISON			
		Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2808	Doc # 01-2025-2093		$368,800.00	1-2 Family Residence
	250	Mortgage Tax County		$1,844.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,076.40	
	275	1-6 Family		$922.00	
	276	Mortgage Tax Local		$0.00	
				$3,842.40	
			Receipt Total:	$3,842.40	
26577	9/29/2025	Mortgagor: SHAIK SHAMA			
		Mortgagee: HUDSON VALLEY CREDIT UNION			
	Serial #	Doc # 01-2025-53217		$608,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$3,040.00	Wappinger
	260	Mortgage Tax MTA Share		$1,794.00	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$4,834.00	
			Receipt Total:	$4,834.00	
26579	9/29/2025	Mortgagor: HANSEN MATTHEW SEAN			
		Mortgagee: WELLS FARGO BANK NA			
	Serial # DQ2809	Doc # 01-2025-53218		$464,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,320.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,362.00	East Fishkill
	275	1-6 Family		$1,160.00	East Fishkill

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9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	East Fishkill
				$4,842.00	
			Receipt Total:	$4,842.00	
26580	9/29/2025	Mortgagor: RIOS CHRISTOPHER			
		Mortgagee: PRIMELENDING			
	Serial # DQ2810		Doc # 01-2025-53219	$468,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,340.00	Beekman
		260	Mortgage Tax MTA Share	$1,374.00	Beekman
		275	1-6 Family	$1,170.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$4,884.00	
			Receipt Total:	$4,884.00	
26582	9/29/2025	Mortgagor: PULLA JOHN ESTEBAN			
		Mortgagee: AMP CONSULTING INC			
	Serial # DQ2811		Doc # 01-2025-53220	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Hyde Park
		260	Mortgage Tax MTA Share	$420.00	Hyde Park
		275	1-6 Family	$375.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$1,545.00	
			Receipt Total:	$1,545.00	
26583	9/29/2025	Mortgagor: COUTO BRANDON			
		Mortgagee: NEWREZ LLC			
	Serial # DQ2812		Doc # 01-2025-53222	$417,175.00	1-2 Family Residence
		250	Mortgage Tax County	$2,086.00	Hyde Park
		260	Mortgage Tax MTA Share	$1,221.60	Hyde Park
		275	1-6 Family	$1,043.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$4,350.60	
			Receipt Total:	$4,350.60	
26588	9/29/2025	Mortgagor: FURCICK CHRISTOPHER			
		Mortgagee: PRIMELENDING			
	Serial # DQ2813		Doc # 01-2025-2095	$354,050.00	1-2 Family Residence
		250	Mortgage Tax County	$1,770.00	Beekman
		260	Mortgage Tax MTA Share	$1,032.00	
		275	1-6 Family	$885.00	
		276	Mortgage Tax Local	$0.00	
				$3,687.00	
			Receipt Total:	$3,687.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26591	9/29/2025	Mortgagor: TOLEDO LEONARDO ISMAEL Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2814	Doc # 01-2025-2096		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
26594	9/29/2025	Mortgagor: MCLAUGHLIN ANGELA C Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2815	Doc # 01-2025-2097		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	
26596	9/29/2025	Mortgagor: SCHMID JOSEPH M Mortgagee: TEG FCU			
	Serial # DQ2816	Doc # 01-2025-2098		$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$500.00	Stanford
	260	Mortgage Tax MTA Share		$270.00	
	276	Mortgage Tax Local		$0.00	
				$770.00	
			Receipt Total:	$770.00	
26604	9/29/2025	Mortgagor: DETONE MATTHEW ANDREW Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2817	Doc # 01-2025-2099		$152,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$760.00	Beekman
	260	Mortgage Tax MTA Share		$426.00	
	276	Mortgage Tax Local		$0.00	
				$1,186.00	
			Receipt Total:	$1,186.00	
26605	9/29/2025	Mortgagor: JAMES TIFFANY Mortgagee: CROSSCOUNTRY MORTGAGE LLC			
	Serial # DQ2818	Doc # 01-2025-2100		$440,867.00	1-2 Family Residence
	250	Mortgage Tax County		$2,204.50	Hyde Park
	260	Mortgage Tax MTA Share		$1,292.70	
	275	1-6 Family		$1,102.25	
	276	Mortgage Tax Local		$0.00	
				$4,599.45	
			Receipt Total:	$4,599.45	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26623	9/30/2025	Mortgagor: AUBRY KATHLEEN M Mortgagee: HOMESTEAD FUNDING CORP			
	Serial # DQ2819	Doc # 01-2025-2101		$410,000.00	1-2 Family Residence
	250	Mortgage Tax County		$2,050.00	Wappinger
	260	Mortgage Tax MTA Share		$1,200.00	
	275	1-6 Family		$1,025.00	
	276	Mortgage Tax Local		$0.00	
				$4,275.00	
			Receipt Total:	$4,275.00	
26632	9/30/2025	Mortgagor: BHANGU SWARNJIT Mortgagee: KEYBANK NATL ASSOC			
	Serial # DQ2820	Doc # 01-2025-53223		$803,000.00	1-2 Family Residence
	250	Mortgage Tax County		$4,015.00	La Grange
	260	Mortgage Tax MTA Share		$2,379.00	La Grange
	275	1-6 Family		$2,007.50	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$8,401.50	
			Receipt Total:	$8,401.50	
26634	9/30/2025	Mortgagor: MOS HOLDING NY LLC Mortgagee: EMPIRE STATE CERTIFIED DEVELOPMENT CORP			
	Serial #	Doc # 01-2025-53224		$283,000.00	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26639	9/30/2025	Mortgagor: ANTHONY CHERISH Mortgagee: UNITED WHOLESALE MORTGAGE LLC			
	Serial # DQ2821	Doc # 01-2025-53226		$417,073.00	1-2 Family Residence
	250	Mortgage Tax County		$2,085.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$1,221.30	Town of Poughkeepsie
	275	1-6 Family		$1,042.75	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$4,349.55	
			Receipt Total:	$4,349.55	
26644	9/30/2025	Mortgagor: ISAACS EVERALD P Mortgagee: TEG FCU			
	Serial # DQ2822	Doc # 01-2025-2102		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26650	9/30/2025	Mortgagor: MANDIA JOHN S Mortgagee: TEG FCU			
	Serial # DQ2823	Doc # 01-2025-2103		$95,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$475.00	Hyde Park
	260	Mortgage Tax MTA Share		$255.00	
	276	Mortgage Tax Local		$0.00	
				$730.00	
			Receipt Total:	$730.00	
26659	9/30/2025	Mortgagor: JONES SAMANTHA L Mortgagee: TEG FCU			
	Serial # DQ2825	Doc # 01-2025-2104		$125,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$625.00	Pleasant Valley
	260	Mortgage Tax MTA Share		$345.00	
	276	Mortgage Tax Local		$0.00	
				$970.00	
			Receipt Total:	$970.00	
26660	9/30/2025	Mortgagor: MESSLEY CHRISTOPHER Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2824	Doc # 01-2025-2105		$30,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$150.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share		$60.00	
	276	Mortgage Tax Local		$0.00	
				$210.00	
			Receipt Total:	$210.00	
26663	9/30/2025	Mortgagor: DOWLING WILLIAM E Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2826	Doc # 01-2025-2106		$65,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$325.00	East Fishkill
	260	Mortgage Tax MTA Share		$165.00	
	276	Mortgage Tax Local		$0.00	
				$490.00	
			Receipt Total:	$490.00	
26667	9/30/2025	Mortgagor: KWASNICKI TIMOTHY Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2828	Doc # 01-2025-53227		$14,923.49	1-2 Family Residence
	250	Mortgage Tax County		$74.50	Fishkill
	260	Mortgage Tax MTA Share		$14.70	Fishkill
	275	1-6 Family		$37.25	Fishkill
	276	Mortgage Tax Local		$0.00	Fishkill
				$126.45	
			Receipt Total:	$126.45	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26668	9/30/2025	Mortgagor: LIVOTI VINCENT Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2827	Doc # 01-2025-2107		$250,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,250.00	East Fishkill
	260	Mortgage Tax MTA Share		$720.00	
	276	Mortgage Tax Local		$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
26669	9/30/2025	Mortgagor: KWASNICKI TIMOTHY Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53228		$31,209.49	No Tax / Serial #
	250	Mortgage Tax County		$0.00	Fishkill
				$0.00	
			Receipt Total:	$0.00	
26670	9/30/2025	Mortgagor: MATRANGA JAMES T JR Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2829	Doc # 01-2025-53229		$143,000.00	1-2 Family Residence
	250	Mortgage Tax County		$715.00	Hyde Park
	260	Mortgage Tax MTA Share		$399.00	Hyde Park
	275	1-6 Family		$357.50	Hyde Park
	276	Mortgage Tax Local		$0.00	Hyde Park
				$1,471.50	
			Receipt Total:	$1,471.50	
26671	9/30/2025	Mortgagor: WAGNER STACI A Mortgagee: TEG FCU			
	Serial # DQ2830	Doc # 01-2025-2108		$105,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$525.00	Fishkill
	260	Mortgage Tax MTA Share		$285.00	
	276	Mortgage Tax Local		$0.00	
				$810.00	
			Receipt Total:	$810.00	
26674	9/30/2025	Mortgagor: CAMPBELL HOLLANDO T Mortgagee: PNC BANK NATL ASSOC			
	Serial # DQ2831	Doc # 01-2025-53230		$7,514.70	1-2 Family Residence
	250	Mortgage Tax County		$37.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$0.00	Town of Poughkeepsie
	275	1-6 Family		$18.75	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$56.25	
			Receipt Total:	$56.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26677	9/30/2025	Mortgagor: MARCOJOHN THOMAS W Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2832	Doc # 01-2025-2109		$110,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$550.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$300.00	
	276	Mortgage Tax Local		$0.00	
				$850.00	
			Receipt Total:	$850.00	
26681	9/30/2025	Mortgagor: WELDON JAMES Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2833	Doc # 01-2025-53231		$544,500.00	1-2 Family Residence
	250	Mortgage Tax County		$2,722.50	City of Beacon
	260	Mortgage Tax MTA Share		$1,603.50	City of Beacon
	275	1-6 Family		$1,361.25	City of Beacon
	276	Mortgage Tax Local		$0.00	City of Beacon
				$5,687.25	
			Receipt Total:	$5,687.25	
26682	9/30/2025	Mortgagor: MCHUGH FRANCIS Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2834	Doc # 01-2025-2110		$250,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,250.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$720.00	
	276	Mortgage Tax Local		$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
26685	9/30/2025	Mortgagor: MILLER NICOLE J Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2835	Doc # 01-2025-2111		$180,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$900.00	Union Vale
	260	Mortgage Tax MTA Share		$510.00	
	276	Mortgage Tax Local		$0.00	
				$1,410.00	
			Receipt Total:	$1,410.00	
26686	9/30/2025	Mortgagor: HADLEY GLORIA G Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2836	Doc # 01-2025-2112		$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$250.00	Beekman
	260	Mortgage Tax MTA Share		$120.00	
	276	Mortgage Tax Local		$0.00	
				$370.00	
			Receipt Total:	$370.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26688	9/30/2025	Mortgagor: MARCIGLIANO GABRIELLE Mortgagee: HUDSON VALLEY CR UNION			
	Serial # DQ2837	Doc # 01-2025-2113		$300,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County		$1,500.00	Rhinebeck
	260	Mortgage Tax MTA Share		$870.00	
	276	Mortgage Tax Local		$0.00	
				$2,370.00	
			Receipt Total:	$2,370.00	
26693	9/30/2025	Mortgagor: GERRIOR MATTHEW Mortgagee: EMBRACE HOME LOANS INC			
	Serial # DQ2838	Doc # 01-2025-2114		$446,500.00	1-2 Family Residence
	250	Mortgage Tax County		$2,232.50	Fishkill
	260	Mortgage Tax MTA Share		$1,309.50	
	275	1-6 Family		$1,116.25	
	276	Mortgage Tax Local		$0.00	
				$4,658.25	
			Receipt Total:	$4,658.25	
26698	9/30/2025	Mortgagor: LAVARIEGA ANGEL Mortgagee: PROSPERITY HOME MORTGAGE LLC			Comments: RELEASING RECEIPT 2025-22786 WITH MTG SERIAL NUMBER DQ2193
	Serial # DQ2839	Doc # 01-2025-52738		$246,400.00	1-2 Family Residence
	280	Mortgage Tax Held		($2,557.20)	
	260	Mortgage Tax MTA Share		$709.20	
	275	1-6 Family		$616.00	
	276	Mortgage Tax Local		$0.00	
	250	Mortgage Tax County		$29.56	Town of Poughkeepsie
	250	Mortgage Tax County		$1,202.44	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26699	9/30/2025	Mortgagor: MCKINNEY ASHLEY L Mortgagee: MID HUDSON VALLEY FCU			Comments: RELEASING RECEIPT 2025-22902 WITH MTG SERIAL NUMBER DQ2228
	Serial # DQ2840	Doc # 01-2025-52757		$80,000.00	(E) CR Un/Nat Pr
	280	Mortgage Tax Held		($610.00)	
	260	Mortgage Tax MTA Share		$210.00	
	276	Mortgage Tax Local		$0.00	
	250	Mortgage Tax County		$341.57	Milan
	250	Mortgage Tax County		$58.43	Red Hook
				$0.00	
			Receipt Total:	$0.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26700	9/30/2025	Mortgagor: BURNIE MEG Mortgagee: ROCKET MORTGAGE LLC			Comments: RELEASING RECEIPT 2025-23735 WITH MTG SERIAL NUMBER DQ2306
	Serial # DQ2841	Doc # 01-2025-1830		$441,750.00	1-2 Family Residence
	280	Mortgage Tax Held		($4,607.85)	
	260	Mortgage Tax MTA Share		$1,295.10	
	275	1-6 Family		$1,104.25	
	276	Mortgage Tax Local		$0.00	
	250	Mortgage Tax County		$2,010.87	Stanford
	250	Mortgage Tax County		$197.63	Washington
				$0.00	
			Receipt Total:	$0.00	
26718	9/30/2025	Mortgagor: POPPER STEPHANIE Mortgagee: ULSTER SAVINGS BANK			
	Serial # DQ2842	Doc # 01-2025-2115		$369,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,845.00	Stanford
	260	Mortgage Tax MTA Share		$1,077.00	
	275	1-6 Family		$922.50	
	276	Mortgage Tax Local		$0.00	
				$3,844.50	
			Receipt Total:	$3,844.50	
26721	9/30/2025	Mortgagor: VARGAS MONICA D Mortgagee: FEDERAL SAVINGS BANK			
	Serial # DQ2843	Doc # 01-2025-53232		$510,581.00	1-2 Family Residence
	250	Mortgage Tax County		$2,553.00	East Fishkill
	260	Mortgage Tax MTA Share		$1,501.80	East Fishkill
	275	1-6 Family		$1,276.50	East Fishkill
	276	Mortgage Tax Local		$0.00	East Fishkill
				$5,331.30	
			Receipt Total:	$5,331.30	
26722	9/30/2025	Mortgagor: KRZYS RAFAL A Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53233		$14,657.79	No Tax / Serial #
	250	Mortgage Tax County		$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	
26723	9/30/2025	Mortgagor: HIGHWAY DISPLAYS INC Mortgagee: RHINEBECK BANK			
	Serial # DQ2844	Doc # 01-2025-53234		$475,000.00	(NE) Commercial
	250	Mortgage Tax County		$2,375.00	Hyde Park
	260	Mortgage Tax MTA Share		$1,425.00	Hyde Park
	270	SONYMA		$1,187.50	Hyde Park

Dutchess County Clerk
Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Hyde Park
				$4,987.50	
			Receipt Total:	$4,987.50	
26724	9/30/2025	Mortgagor: PATEL ALPESH			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2845		Doc # 01-2025-53236	$180,000.00	1-2 Family Residence
		250	Mortgage Tax County	$900.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$510.00	Town of Poughkeepsie
		275	1-6 Family	$450.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,860.00	
			Receipt Total:	$1,860.00	
26726	9/30/2025	Mortgagor: BAHTI MOHAMMED			
		Mortgagee: PROSPERITY HOME MORTGAGE LLC			
	Serial # DQ2846		Doc # 01-2025-53237	$330,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,650.00	Wappinger
		260	Mortgage Tax MTA Share	$960.00	Wappinger
		275	1-6 Family	$825.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$3,435.00	
			Receipt Total:	$3,435.00	
26727	9/30/2025	Mortgagor: GLOWACKI ROBERT S			
		Mortgagee: CITIZENS BANK NA			
	Serial # DQ2847		Doc # 01-2025-53238	$285,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,425.00	East Fishkill
		260	Mortgage Tax MTA Share	$825.00	East Fishkill
		275	1-6 Family	$712.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$2,962.50	
			Receipt Total:	$2,962.50	
26729	9/30/2025	Mortgagor: SCHIFFER MICHAEL			
		Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2848		Doc # 01-2025-53239	$121,286.00	1-2 Family Residence
		250	Mortgage Tax County	$606.50	Fishkill
		260	Mortgage Tax MTA Share	$333.90	Fishkill
		275	1-6 Family	$303.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,243.65	
			Receipt Total:	$1,243.65	

Dutchess County Clerk
Mortgage Tax Report

9/1/2025 - 9/30/2025

Receipt #	Receipt Date				Mortgage Type/District/Comment
26737	9/30/2025	Mortgagor: DAMBROSIO NICOLE A Mortgagee: DART BANK			
	Serial # DQ2849	Doc # 01-2025-53242		$396,000.00	1-2 Family Residence
	250	Mortgage Tax County		$1,980.00	Wappinger
	260	Mortgage Tax MTA Share		$1,158.00	Wappinger
	275	1-6 Family		$990.00	Wappinger
	276	Mortgage Tax Local		$0.00	Wappinger
				$4,128.00	
			Receipt Total:	$4,128.00	
26738	9/30/2025	Mortgagor: MOSCHETTO MARISA Mortgagee: LOANDEPOT COM LLC			
	Serial # DQ2850	Doc # 01-2025-53243		$92,897.00	1-2 Family Residence
	250	Mortgage Tax County		$464.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share		$248.70	Town of Poughkeepsie
	275	1-6 Family		$232.25	Town of Poughkeepsie
	276	Mortgage Tax Local		$0.00	Town of Poughkeepsie
				$945.45	
			Receipt Total:	$945.45	
26745	9/30/2025	Mortgagor: GIBSON BRADLEY Mortgagee: ROCKET MORTGAGE LLC			
	Serial # DQ2851	Doc # 01-2025-53244		$386,250.00	1-2 Family Residence
	250	Mortgage Tax County		$1,931.00	La Grange
	260	Mortgage Tax MTA Share		$1,128.60	La Grange
	275	1-6 Family		$965.50	La Grange
	276	Mortgage Tax Local		$0.00	La Grange
				$4,025.10	
			Receipt Total:	$4,025.10	
26751	9/30/2025	Mortgagor: EGGLESTON SHANE T Mortgagee: HOUSING & URBAN DEVELOPMENT			
	Serial #	Doc # 01-2025-53245		$33,905.32	No Tax / Serial #
	250	Mortgage Tax County		$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2025 - 9/30/2025

Municipality Name	Total
Amenia	$5,671.00
Beekman	$37,638.50
Clinton	$9,490.00
Dover	$18,406.00
East Fishkill	$83,898.50
Fishkill	$59,085.50
Hyde Park	$69,460.00
La Grange	$33,814.50
Milan	$4,366.57
North East	$7,787.50
Pawling	$18,330.00
Pine Plains	$9,870.00
Pleasant Valley	$18,767.50
Red Hook	$22,970.93
Rhinebeck	$24,232.50
Stanford	$15,936.87
Town of Poughkeepsie	$93,517.06
Union Vale	$15,595.00
Wappinger	$92,749.00
Washington	$13,634.63
City of Beacon	$54,687.00
City of Poughkeepsie	$55,511.44
Other	$0.00
Total MortgageTax:	**$765,420.00**

Account	Description	Total
250	Mortgage Tax County	$765,420.00
260	Mortgage Tax MTA Share	$444,272.70
270	SONYMA	$53,669.00
275	1-6 Family	$251,656.50
276	Mortgage Tax Local	$0.00
280	Mortgage Tax Held	$147,684.00
Total Tax:		**$1,662,702.20**

Dutchess County Clerk - Foreclosure Statistics

Municipality Name	Count
Amenia	1
Beekman	2
City of Beacon	4
City of Poughkeepsie	4
East Fishkill	4
Fishkill	5
Hyde Park	1
La Grange	1
Red Hook	1
Rhinebeck	2
Town of Poughkeepsie	8
Wappinger	7
Total:	**40**

SUE SERINO
COUNTY EXECUTIVE

JESSICA A. WHITE
BUDGET DIRECTOR

DUTCHESS COUNTY GOVERNMENT
BUDGET OFFICE

MEMO

To: Stephen M. Caswell, Chairman, Budget, Finance & Personnel Committee
Ryan Travelpiece, Vice Chairman, Budget, Finance & Personnel Committee

From: Jessica White, Budget Director

Subject: **Contingency and Capital Reserve Account Status**

Date: October 9, 2025

As of October 9, 2025, the **General Contingency - A.1990.4007** reflects a balance of **$ 770,677.**

Contingency Adopted		**$1,500,000**
Approved Resolutions		
2025025	Amending the 2025 Adopted County Budget as it pertains to the District Attorney.	(57,974)
2025037	Amending the 2025 Adopted County Budget to fund the removal and disposal of PFAS contained firefighting foam and to purchase a new supply of non-PFAS contained foam as it pertains to the Hudson Valley Regional Airport.	(50,000)
2025039	Amending the 2025 Adopted County Budget as it pertains to the Department of Public Works – Airport Division.	(3,894)
2025040	Amending the 2025 Adopted County Budget as it pertains to the Department of Public Works – Airport Division.	(1,260)
2025046	Amending the 2025 Adopted County Budget as it pertains to the Dutchess County Board of Elections.	(2,046)

2025059	Amending the 2025 Adopted County Budget as it pertains to the Department of History.	(25,000)
2025065	Amending the 2025 Adopted County Budget as it pertains to the Department of Public Works.	(118,000)
2025103	Amending the 2025 Adopted County Budget as it pertains to the Department of Mental Health.	(119,910)
2025109	Authorizing Grant Award with New York State Department of Criminal Justice Services for Statewide Targeted Reductions in Intimate Partner Violence (Strive) Initiative and Amending the 2025 Adopted County Budget as it pertains to the Dutchess County District Attorney's Office	(23,275)
2025130	Authorizing Payment of 2024 Invoices using 2025 Funds and Amending the 2025 Adopted County Budget as it pertains to the Department of Health	(327,964)
Contingency Balance after adopted amendments:		**$ 770,677**

The proposed change to the General Contingency per the Legislature's agenda for October 14, 2025, Board Meeting is as follows:

Proposed Resolutions

2025163	Amending the 2025 Adopted County Budget as it pertains to the Department of Public Works for Funding to Replace the Wilcox Memorial Park Motor Fuel Tank	(100,000)
Contingency Balance after proposed amendments:		**$ 670,677**

As of October 9, 2025, the **Capital Reserve** reflects an available balance of **$41,919.**

Beginning Capital Reserve Balance		**$300,808**

Approved Resolutions

2025009	Authorizing the County Executive to submit section	(185,063)

	5339 grant applications to and accept funding from the Federal Grant Administration, as well as 2024 New York State Public Transportation Modernization and Enhancement Program (MEP) funds and New York State matching funds and amending the 2025 Adopted County Budget as it pertains to the Department of Public Works – Public Transportation Division.	
2025053	Authorizing anticipated grant agreement with the Federal Aviation Administration (FAA) and NYS Department of Transportation (NYSDOT) and amending the 2025 Adopted County Budget as it pertains to the Department of Public Works-Airport Division and the Airport Capital Improvement Program (ACIP)	(3,650)
2025054	Authorizing anticipated grant agreement with the Federal Aviation Administration (FAA) and NYS Department of Transportation (NYSDOT) for the design of the rehabilitation of the northwest general aviation (GA) apron and accompanying taxi lanes at the HV Regional Airport and amending the 2025 Adopted County Budget as it pertains to the Department of Public Works–Airport Division.	(5,150)
2025080	Amending resolution 2024068 authorizing a grant agreement with federal aviation administration and New York State Department of Transportation for the design of the rehabilitation of Taxiway "G" at the Hudson Valley Regional Airport and amending 2025 Adopted County Budget as it pertains to the Department of Public Works – Airport Division	160
2025082	Authorizing the issuance of $767,600 serial bonds of the County of Dutchess, New York to pay a part of the County's share of the cost of the purchase of buses for Public Transit, in and for said County.	(69,242)
Capital Reserve Balance after approved amendments: **Please note this includes interest.**		**$41,919**

There are no proposed changes to the Capital Reserve per the Legislature's agenda for the October 14, 2025, Board Meeting.

As of October 9, 2025, the **Special Contingency Jail - A.1990.4767.1002** reflects a balance of **$750,000.** There are no resolutions on the agenda that will impact this balance.

c: Sue Serino, County Executive
Will Truitt, Chairman of the Legislature
Deirdre Houston, Majority Leader
Yvette Valdes Smith, Minority Leader
Leigh Wager, Clerk of the Legislature
Heidi Seelbach, Commissioner of Finance

Dutchess County

Budget Cross Organization by Account Number Report

Through Date: 7/10/2025

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Expenditures									
Account: 4007 - General Contingency									
A.1990 - General Fund,Contingency & Vac Fctr	$1,500,000.00	($729,323.00)	$770,677.00	$0.00	$0.00	$0.00	$770,677.00	0%	$0.00
4007 - General Contingency	$1,500,000.00	($729,323.00)	$770,677.00	$0.00	$0.00	$0.00	$770,677.00	0%	$0.00
Account: 4767.1002 - Special Contingency Jail OT									
A.1990 - General Fund,Contingency & Vac Fctr	$750,000.00	$0.00	$750,000.00	$0.00	$0.00	$0.00	$750,000.00	0%	$0.00
4767.1002 - Special Contingency Jail OT	$750,000.00	$0.00	$750,000.00	$0.00	$0.00	$0.00	$750,000.00	0%	$0.00
Expenditure Grand Totals:	$2,250,000.00	($729,323.00)	$1,520,677.00	$0.00	$0.00	$0.00	$1,520,677.00	0%	$0.00
Grand Totals:	($2,250,000.00)	$729,323.00	($1,520,677.00)	$0.00	$0.00	$0.00	($1,520,677.00)		$0.00

2025141 A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,020,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF SIDEWALK, CURB RAMPS AND ACCESS IMPROVEMENTS ALONG JACKSON STREET (COUNTY ROUTE 34), NORTH ROAD (COUNTY ROUTE 72), AND/OR WEST ROAD (COUNTY ROUTE 71), IN AND FOR SAID COUNTY was offered for discussion only at the September 4, 2025, Public Works and Capital Projects Committee Meeting, and considered at the October 14, 2025, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	19	Atkins, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Polasek, Travelpiece, Truitt, and Valdés Smith
NAYS:	0	
ABSENT:	6	Brendli, Johnson, Page, Paoloni, Rolison, and Versaci

Resolution adopted.

FAMILY AND HUMAN SERVICES

RESOLUTION NO. 2025146

RE: AUTHORIZING AMENDMENT OF FUNDING
UNDER THE TRADE ADJUSTMENT ACT

Legislators GARITO, HOUSTON, MC HOUL, D'AQUANNI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA) to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has recently provided Notices of Obligational Authority (NOA) which set forth the allocations to Dutchess County for the operation of:

- PY 25 Adult for the period of 7/1/2025 through 6/30/2027; and;
- PY 25 Dislocated Worker for the period of 7/1/2025 through 6/30/2027; and;
- PY 25 Administration for the period of 7/1/2025 through 6/30/2027; and

WHEREAS, PY25 Adult, PY25 Dislocated Worker and PY25 Administration are NOAs, thereby allowing for an extension of the term only without a separate resolution, now therefore be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above Workforce Innovation Opportunity Act (WIOA) Program and amend the following accounts:

APPROPRIATIONS		
Increase		
CD6292.2025.4841	Adult	$107,319
CD6292.2025.4842	Dislocated Worker	$192,484
CD6292.2025.4844	Administration	$ 33,312
		$333,115

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

REVENUES	
Increase	
CD6292.2025.47910.41 Adult	$107,319
CD6292.2025.47910.42 Dislocated Worker	$192,484
CD6292.2025.47910.44 Administration	$ 33,312
	$333,115

CA-101-25; LM/BPL/mar/rjw; G-1263; 08/19/2025; Fiscal Impact: See Attached

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Reigh Wager

REIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 333,115

Total Current Year Revenue $ 333,115
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Louise McLoughlin Prepared On: 8/19/2025

Dut.pdf

NYS Department of Labor
Division of Employment & Workforce Solutions

NOTICE OF OBLIGATIONAL AUTHORITY (NOA)

Authorizing Program Year 2025 Workforce Innovation & Opportunity Act (WIOA)
Title 1-B Funding

Program:	WIOA Program Year 2025
Period of Authorization:	Adult & Dislocated Worker - 07/01/2025 through 06/30/2027
	Youth - 04/01/2025 through 06/30/2027
NOA Number:	PY25-2
Grantor:	Governor of New York through the NYS Department of Labor
FAIN Youth:	25A55AY000119
FAIN Adult:	25A55AT000112
FAIN DW:	25A55AW000111

Local Workforce Development Area (LWDA) Subrecipient Information

LWDA Name:	Dutchess County
LWDA Assigned Number:	60
UEI Number:	D3RRG8P2LNQ4
Subrecipient Contact:	Susan J. Serino
Subrecipient Contact Title:	Dutchess County Executive

WIOA Title 1-B

Program	CFDA #	Prior Approved Level	Change (per this NOA)	New Level
Adult	17.258	$0.00	$107,318.20	$107,318.20
Dislocated Worker	17.278	$0.00	$192,483.95	$192,483.95
Youth	17.259	$571,878.23	$0.00	$571,878.23
Administration	All Programs	$63,542.03	$33,311.36	$96,853.39
Dislocated Worker Transferred for Adult Activities	17.278	$0.00	$0.00	$0.00
Adult Transferred for Dislocated Worker Activities	17.258	$0.00	$0.00	$0.00
TOTAL		$635,420.26	$333,113.51	$968,533.77

NYSDOL Contact Information

Representative Name:	Nicholas Gratch
Phone Number:	(315) 479-3239

Approval Signature: Kerry Douglas-Duffy **7/1/2025**

Kerry Douglas-Duffy
Director,
Bureau of Workforce Innovation & Quality

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni	Absent	
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: 8
Absent: 4
Vacant: 0

Resolution: ✓
Motion: ___

Total : 8 (Yes) 0 (No)
Abstentions: 0

2025146 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025146 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT

OCTOBER 14, 2025

FAMILY AND HUMAN SERVICES

RESOLUTION NO. 2025147

RE: CONFIRMING REAPPOINTMENTS
TO THE HUMAN RIGHTS COMMISSION

Legislators GARITO, HOUSTON, MC HOUL, D'AQUANNI, GORMAN, and KAUL offers the following and moves its adoption:

WHEREAS, pursuant to Resolution 2016223, the Dutchess County Human Rights Commission was established, and

WHEREAS, by Resolution 2016224, the membership of such Commission was fixed at fourteen members; and

WHEREAS, pursuant to the aforementioned Resolution, the County Executive and the Chairman of the Legislature are each authorized to appoint seven (7) members to the Commission, and

WHEREAS, all fourteen (14) appointments shall be subject to Legislative approval, and

WHEREAS, one reappointment by the County Executive is due to expire on September 30, 2025: Gwendolyn Higgins, and

WHEREAS, two reappointments by the Chair to the Legislature are due to expire on September 30, 2025, and they are: Neelanjana Ray and Jennifer Young, and

WHEREAS, the County Executive and the Chairman of the Legislature reappoint the following individuals, to the Commission to fill each appropriate term, now therefore, be it

RESOLVED, that the reappointment of the following individuals, by the County Executive and the Chairman of the Legislature, to serve without compensation, is hereby confirmed:

COUNTY EXECUTIVE REAPPOINTMENT:	TERM:
Gwendolyn Higgins 10 Cedar Pond Lane Poughkeepsie, NY 12603	10/1/25 to 9/30/28

CHAIRMAN REAPPOINTMENTS:	TERM:
Neelanjana Ray 12 Carmel Heights Wappingers Falls, NY 12590	10/1/25 to 9/30/28
Jennifer Young 14 Knoll Road Fishkill, NY 12524	10/1/25 to 9/30/28

CA-123-25
CRC/mar/rjw
G-0602
09/10/25
Fiscal Impact: Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager

LEIGH WAGER, CLERK OF THE LEGISLATURE

SUE SERINO
COUNTY EXECUTIVE

A. GREGG PULVER
ASSISTANT COUNTY EXECUTIVE

DUTCHESS COUNTY GOVERNMENT

To: Sue Serino, County Executive

From: A. Gregg Pulver, Assistant County Executive

Date: September 4th, 2025

Subject: The Reappointment of Jennifer Young, Gwendolyn R. Higgins, and

Neelanjana Ray to the Commission on Human Rights

Please find a resolution request to reappoint Jennifer Young, Gwendolyn R. Higgins, and Neelanjana Ray to the Commission on Human Rights.

- Jennifer Young has years of experience in advocacy and community service. She is the co-founder of *Be A Friend Project Inc.*, a nonprofit organization. Jennifer has also collaborated extensively with foster care agencies across New York State, providing life skills education to youth and organizing training sessions and support groups for foster parents.

- Gwendolyn R. Higgins, a retired schoolteacher, has an ability to engage with sensitive topics—such as race, discrimination, and interpersonal relationships—makes her a valuable asset to the Commission.

- Neelanjana Ray offers a global perspective shaped by her upbringing in India and professional experience across three continents. Her passion for inclusion and equity, combined with her multicultural background, has brought fresh insights and broadened the Commission's approach to human rights issues.

Please consider the above candidates for the Commission on Human Rights.

Sincerely,

A. Gregg Pulver,
Assistant County Executive

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni	Absent	
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: 8
Absent: 4
Vacant: 0

Resolution: ✓
Motion: ___

Total : 8 Yes
Abstentions: 0

0 No

2025147 CONFIRMING REAPPOINTMENTS TO THE HUMAN RIGHTS COMMISSION

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 0

Absent: 6 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2025147 CONFIRMING REAPPOINTMENTS TO THE HUMAN RIGHTS COMMISSION

OCTOBER 14, 2025

FAMILY AND HUMAN SERVICES

RESOLUTION NO. 2025148

RE: AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF MENTAL HEALTH (A.4320)

Legislators GARITO, HOUSTON, MC HOUL, D'AQUANNI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, the Department of Mental Health (hereinafter "DMH") advises that additional funding, through cost of living adjustments and increased contractual aid, is available from the New York State Office of Mental Health (hereinafter "NYSOMH") and the Office of Addiction Services and Supports (hereinafter "OASAS"), and

WHEREAS, DMH further advises that the additional funds will be passed through to contract agencies that provide services to County residents on behalf of the County, and

WHEREAS, DMH further advises that this additional funding will not impact the County's budget, as the funds are being passed through from NYSOMH and OASAS to the various contract agencies, and

WHEREAS, it is necessary to amend the 2025 Adopted County Budget to accept the additional funds and then provide same to the various contract agencies so that said agencies may assist County residents with mental health needs, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.4320.42.4400.4420	Contract Agencies Taconic Resources for Independent	$ 2,194
A.4320.42.4400.4423	Contract Agencies Mental Health America of DC	$1,480,965
A.4320.42.4400.4425	Contract Agencies Hudson River Housing	$ 338,184
A.4320.42.4400.4429	Contract Agencies Gateway	$ (97,116)
A.4320.42.4400.4436	Contract Agencies Lexington Ctr	$ 0
A.4320.42.4400.4443	Contract Agencies Council on Addiction Prevention	$ 29,664
A.4320.42.4400.4447	Contract Agencies Astor Home	$ 62,920
A.4320.42.4400.4455	Contract Agencies Rehab Program Inc	$ 5,858
A.4320.42.4400.4463	Contract Agencies DC ARC	$ 2,629
A.4320.42.4400.4466	Contract Agencies Rehab Supp Serv	$ 492,823
A.4320.42.4400.4472	Contract Agencies Access Supports for Living	$ 273,374
A.4320.42.4400.4506	Contract Agencies Career Support Solutions	$ 273
A.4320.42.4400.4655	Contract Agencies PEOPLE	$ 110,887
		$2,702,655

REVENUES

Increase

A.4320.42.34860.03	Narc. Addictn Cntrl Cncl on Add Prev & Ed	$ 29,664
A.4320.42.34900.07	Mental Health State Aid MHA	$1,480,965
A.4320.42.34900.20	Mental Health RSS	$ 492,823
A.4320.42.34900.21	Mental Health Gateway	$ (97,116)
A.4320.42.34900.22	Mental Health Taconic Resources	$ 2,194
A.4320.42.34900.35	Mental Health Lexington Ctr	$ 0
A.4320.42.34900.40	Mental Health Astor Child Guidance	$ 62,920
A.4320.42.34900.50	Mental Health Rehab Prog Inc	$ 5,858
A.4320.42.34900.55	Mental Health People	$ 110,887
A.4320.42.34900.62	Mental Health Access: Supports for Living, Inc	$ 273,374
A.4320.42.34900.64	Mental Health Hudson River Housing	$ 338,184
A.4320.42.34900.80	Mental Health DC ARC	$ 2,629
A.4320.42.34900.90	Mental Health Career Support Solutions CSS	$ 273
		$2,702,655

CA-126-25
CRC//mar/rjw
G-1922
9/12/25
Fiscal Impact: See Attached

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 2,702,655

Total Current Year Revenue $ 2,702,655
and Source

State Aid (OMH and OASAS)

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☑ Other *(explain)*.

Identify Line Items(s):
Increase in State Aid Award, which is passed through to contract agencies.

Line Items identified in attached spreadsheet.

Related Expenses: Amount $ 0

Nature/Reason:

Cost of Living Adjustment and additional state aid.

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:

A resolution is necessary to reflect additional state aid revenue and associated appropriations so that DMH may pass these funds through to contract agenies.

The additional funding are passthrough funds resulting in a no net impact to the county budget.

Prepared by: Sean Griffin, Director of Budget and Finance - DMH Prepared On: 9/2/2025

Dut pdf

SUE SERINO
COUNTY EXECUTIVE

JEAN-MARIE NIEBUHR, LCSW-R
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF MENTAL HEALTH

MEMORANDUM

To: Sue Serino, Dutchess County Executive
FROM: Sean Griffin, Director of Budget and Finance - DMH
DATE: September 2, 2025
SUBJECT: Resolution Request – Amending 2025 Budget to reflect increase in State Aid Allocations

---

This resolution is focused on adjusting the 2025 budget to account for additional State Aid received by Dutchess County's Department of Mental Health (DMH). The key points of the resolution include:

- **State Aid Increase**: DMH has received additional State Aid through cost of living adjustments (COLA) and increased contractual aid. Revised State Aid letters related to Office of Mental Health (OMH) and Office of Addiction Services and Supports (OASAS) programs were used to support the resolution request.

- **Pass-Through Funding**: The additional funds will be passed through to contract agencies that provide services on behalf of Dutchess County. These agencies are reliant on DMH for funding to deliver programs funded by the state.

- **No Net Impact**: The resolution emphasizes that this additional funding will not impact the county's budget, as the funds are being passed through from the state to the contract agencies.

- **County Programs and Services**: DMH is not seeking to increase revenues or appropriations for State Aid directly tied to County-provided programs or services, as existing appropriations are sufficient to meet 2025 program needs. Additional revenue will be recognized through year-end process to reduce the net cost to the county.

Ultimately, the resolution will authorize DMH to amend the budget to ensure the proper distribution of these additional funds to the intended agencies.

Please do not hesitate to contact me if you have any questions or concerns.

2025 - State Aid COLA Resolution

Contract Agency	G/L Line (A.4320.42)	2025 Adopted Budget - State Aid Revenue	2025 Adjusted State Aid Revenue - OMH*	2025 Adjusted State Aid Revenue - OASAS**	2025 Total Adjusted State Aid Revenue	Agency Differences: Budget to Approved Aid	**Resolution Request**
Abilities 1st	34900.50	$ 120,855	$ 126,713	$ -	$ 126,713	$ 5,858	**$ 5,858**
Access Supports for Living	34900.62	$ 357,230	$ 630,604	$ -	$ 630,604	$ 273,374	**$ 273,374**
Astor	34900.40	$ 1,616,932	$ 1,679,852	$ -	$ 1,679,852	$ 62,920	**$ 62,920**
CAPE	34860.03	$ 612,181	$ -	$ 641,845	$ 641,845	$ 29,664	**$ 29,664**
CSS	34900.90	$ 5,631	$ 5,904	$ -	$ 5,904	$ 273	**$ 273**
Gateway	34900.21	$ 1,059,379	$ 962,263	$ -	$ 962,263	$ (97,116)	**$ (97,116)**
Hudson River Housing	34900.64	$ 868,604	$ 1,206,788	$ -	$ 1,206,788	$ 338,184	**$ 338,184**
Lexington	34900.35	$ -	$ -	$ -	$ -	$ -	**$ -**
MHA	34900.07	$ 3,184,117	$ 3,466,235	$ 1,198,847	$ 4,665,082	$ 1,480,965	**$ 1,480,965**
NYSARC	34900.80	$ 54,262	$ 56,891	$ -	$ 56,891	$ 2,629	**$ 2,629**
PEOPLe	34900.55	$ 1,791,354	$ 1,902,241	$ -	$ 1,902,241	$ 110,887	**$ 110,887**
Rehabilitation Support Services (RSS)	34900.20	$ 2,964,620	$ 3,457,443	$ -	$ 3,457,443	$ 492,823	**$ 492,823**
Taconic	34900.22	$ 44,760	$ 46,954	$ -	$ 46,954	$ 2,194	**$ 2,194**
County Allocation			$ 4,800,210	$ 389,501			
		$ 12,679,925	$ 18,342,098	$ 2,230,193	$ 15,382,580	$ 2,702,655	**$ 2,702,655**

*OMH State Aid Letter (Dated 7/18/2025)

**OASAS State Aid Funding Autorization (Dated 6/23/2025)

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MOIRA TASHJIAN, MPA
Executive Deputy Commissioner

July 18, 2025

Jean-Marie Niebuhr
Commissioner
Dutchess County Department of
Poughkeepsie, NY 12601

Dear Commissioner Niebuhr:

The NYS Office of Mental Health (OMH) is issuing your January 1, 2025 to December 31, 2025 State Aid Letter (SAL) to reflect your latest allocation. Your total allocation amount currently is $18,342,098. The allocations authorized in this letter include the full annual funding for initiatives previously authorized as well as:

Federal Funds CMHS FSC 041 and 044: The FFY 2025 awards are allocated with the January ¿ December 2025 payment dates for counties and providers that have sent in all of their federal certifications.

Please ensure the County Allocation Tracker (CAT) is updated to agree with the State Aid Letter allocations and reflects all county contracts funded with State Aid. Questions pertaining to the CAT can be directed to your Field Office.

Guidelines for completion of the Consolidated Fiscal Report (CFR), which includes the Consolidated Claim Report (CCR), can be accessed through the OMH website: https://omh.ny.gov/omhweb/finance/main.htm. The CFR must be completed by service providers that receive funding to operate an OMH program, operate an OMH certified program or are authorized to operate an OMH program through a designation process. If any of your providers need assistance in completing these forms, they should contact the OMH CFR Unit at CFR@omh.ny.gov.

The Aid to Localities Spending Plan Guidelines, which outline the rules and intent of the funding, can be found via the following link: https://apps.omh.ny.gov/omhweb/spguidelines/ and can also be obtained through your Field Office. Please share these guidelines with your subcontract providers so that they may become familiar with the guidelines that apply to them and refer to the guidelines as necessary.

As a reminder, failure to submit the CAT, and/or CFR/CCR schedules in a timely manner may result in the delay of subsequent State Aid payments and/or Medicaid payments.

Inherent in OMH's budget and claiming policy is the expectation that your department will monitor expenditures against budgeted costs throughout the year. Please notify your OMH Field Office of any significant fiscal or programmatic problems as soon as they become known.

If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Constance Bowens at OMH Hudson River Field Office at (845) 454-8229.

Sincerely,

Kristyn Blakley, Assistant Director
Community Budget & Financial Management

New York State Office of Addiction Services and Supports
State Aid Funding Authorization

County: Dutchess (14)

Region: Hudson

Fiscal Year : 2025

As of: 06/23/2025

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
14020		3470 00	53597	635,236	567,808	67,428	67,428	013S		67,428	0	0	
Mental Health America of Dutchess County, Inc.	TSU	3470 42	53647	159,590	9,486	150,104	150,104	013T		150,104	0	0	
	3	3600 00	53682	1,020,050	645,106	374,944	374,944	013S		374,944	0	0	
	3	3600 01	53681	944,298	705,396	238,902	238,902	013S		238,902	0	0	
	3	3600 02	53680	722,954	355,485	367,469	367,469	013S		367,469	0	0	
		Agency 14020 Total:		**3,482,128**	**2,283,281**	**1,198,847**	**1,198,847**	All		**1,198,847**	**0**	**0**	
34340		0950 00	52981	169,094	0	169,094	169,094	013S		169,094	0	0	
Council on Addiction Prevention and Education of Dutchess County, Inc.		5520 00	90036	582,232	204,154	378,078	378,078	013S		358,611	19,467	0	
		5550 00	90674	230,109	115,969	114,140	114,140	013S		114,140	0	0	
		Agency 34340 Total:		**981,435**	**320,123**	**661,312**	**661,312**	All		**641,845**	**19,467**	**0**	
70180		0890 00	70016	448,626	241,134	207,492	207,492	013S		113,029	94,463	0	
Dutchess County Department of Mental Health		4072 00	52439	96,858	6,325	90,533	90,533	013S	O	90,533	0	0	
	JB	4084 00	53436	202,334	28,449	173,885	173,885	013S		173,885	0	0	
	BN	4084 10	53436	12,054	0	12,054	12,054	013W		12,054	0	0	
		Agency 70180 Total:		**759,872**	**275,908**	**483,964**	**483,964**	All		**389,501**	**94,463**	**0**	
County Dutchess (14) Summary - All Agencies:				**5,223,435**	**2,879,312**	**2,344,123**	**2,344,123**	All		**2,230,193**	**113,930**	**0**	
Less Direct Contracts/DASNY:				**0**	**0**	**0**	**0**	All		**0**	**0**	**0**	
Approved LGU Funding:				**5,223,435**	**2,879,312**	**2,344,123**	**2,344,123**	All		**2,230,193**	**113,930**	**0**	

Sean Griffin
Signature

6/24/2025
Date

(c) NYS Office of Addiction Services and Supports, All Rights Reserved

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 5 - Town of Poughkeepsie	D'Aquanni	Absent	
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 17 - Town and Village of Fishkill	McHoul (VC)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito (C)		

Present: 8
Absent: 4
Vacant: 0

Resolution: ✓
Motion: ___

Total : 8 (Yes) 0 (No)
Abstentions: 0

2025148 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF MENTAL HEALTH (A.4320)

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 0

Absent: 6 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2025148 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF MENTAL HEALTH (A.4320)

OCTOBER 14, 2025

ENVIRONMENT

RESOLUTION NO. 2025149

RE: SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "031" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, and CASWELL, offer the following and move its adoption

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (Section 1142, Public Authorities Law), as part of the creation of the Dutchess County Water & Wastewater Authority (WWA), established the Dutchess County Water District ("DCWD"), and

WHEREAS, the WWA, has presented to this Legislature a notice of project pursuant to Section 1124 of the Public Authorities Law which outlines the WWA's plan to create Zone of Assessment "031" within the DCWD located in the Town of Hyde Park, and

WHEREAS, the WWA proposes to provide an interconnection from its existing Hyde Park Regional Water system to the proposed North Park Water distribution system in the Town of Hyde Park, and

WHEREAS, said notice of project also describes the zone of assessment that will be created which is more particularly described in Attachment A annexed hereto, and

WHEREAS, it is necessary to conduct a public hearing on the establishment of such Zone of Assessment, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the 10th day of November, 2025 at 6:30 p.m. in the Chambers of the Dutchess County Legislature, County Office Building, 22 Market Street, Poughkeepsie, New York, on a proposal to establish Zone of Assessment "031" in the Dutchess County Water District located in the Town of Hyde Park as described in Attachment A, annexed hereto, and be it further

RESOLVED, that the Clerk of the Legislature shall publish notice of said hearing in the official newspapers of the County and shall include therein a description, identifying the areas to be included within the Zone of Assessment "031", the improvements proposed, the maximum amount to be expended for the improvements, the proposed method of assessment of the cost, the estimated cost of hook-up fees, if any, the cost to the typical property or one or two family home, all in accordance with Section 254 of the County Law.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

CA-117-25; CRC/mar/rjw; G-1217-FF; 09/05/2025; Fiscal Impact: None.

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wagner
LEIGH WAGNER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY
WATER AND WASTEWATER AUTHORITY

MEMORANDUM

To: Sue Serino, County Executive

From: Jonathan Churins, Executive Director
Dutchess County Water and Wastewater Authority

1 Lagrange Avenue
Poughkeepsie, NY 12603
845-486-3601 845-486-3656 FAX
jchurins@dutchessny.gov

Subject: Resolution Request

Date: September 2, 2025

Please find attached a Resolution Request Form and Fiscal Impact Statement. The purpose of the requested resolution is to schedule a public hearing on the creation of County Water District Zone of Assessment "031" (North Park Water System).

The DCWWA is requesting that the County establish County Water District Zones of Assessment "031" to provide water services to directly adjacent properties along a water main extension (interconnection) in the Town of Hyde Park. The interconnection is part of a larger project that connects the Hyde Park Regional and Quaker Hill Water Systems. A Map, Plan and Report for Zone of Assessment "031" will be submitted for review. The request for resolution is to begin the public hearing procedure for the Zone of Assessment creation.

The DCWWA's ability to provide a new water service to this area is contingent on the creation of the Zones of Assessment within the County Water District, encompassing all properties in the System's service area. To create the requested County Water District Zones of Assessment, the Legislature must first adopt a resolution to schedule the required public hearing.

Attached, please find Resolution 2024062, which can be used as a template for this requested resolution.

Cc: Jason Teed, PE, DCWWA

DUTCHESS COUNTY WATER DISTRICT

Proposed County Water District

ZONE OF ASSESSMENT "031"

(North Park Water System, Town of Hyde Park, NY)

MAP, PLAN AND REPORT

Dutchess County Water and Wastewater Authority

Poughkeepsie, NY

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

SEPTEMBER 2025

DUTCHESS COUNTY WATER DISTRICT

PROPOSED ZONE OF ASSESSMENT "031"

(North Park Water System, Town of Hyde Park, NY)

MAP, PLAN AND REPORT

INTRODUCTION

This Map, Plan and Report contains the information required for the formation of the proposed Dutchess County Water District Zone of Assessment "031" (Zone), which will provide water through an interconnection to the Dutchess County Water and Wastewater Authority's (Authority's) Hyde Park Regional Water System, at Crofton Street nearest the northeast corner of the system's boundary. Proposed Zone will include one hundred and eighty-two (182) properties located along State Route 9G, South Cross Road, Fallkill Road, and North Quaker Lane in the Town of Hyde Park.

The Dutchess County Water and Wastewater Authority will enter into a contract (the "Service Agreement") with Dutchess County on behalf of the Zone of Assessment for the purpose of administering the sale of water to the properties contained within the Zone, with such service to be provided through the water system facilities as described below. The Authority will administer the Zone pursuant to guidelines established by the Service Agreement and collect water revenues. Water service rates will be set annually by the Authority.

COUNTY WATER DISTRICT ZONE OF ASSESSMENT "031"

The proposed Zone, delineated by the attached description provided in Appendix "A" consists of one hundred and eighty-four (184) properties located along State Route 9G, South Cross Road, Fallkill Road, and North Quaker Lane in the Town of Hyde Park. Approximately one hundred and fifty-seven (157) of the parcels are a mixture of single and multi-family residential dwellings, including vacant parcels. Approximately twenty-seven (27) of the parcels are commercial with a mixture of schools, mobile home parks, apartments, stores, auto-industrial and more.

PHYSICAL FACILITIES

The Authority will construct a water main extension to connect to the existing Hyde Park Regional Water System, which is part of a larger project that interconnects the Quaker Hill Water System to the Hyde Park Regional Water System. In addition, the Quaker Hill Water - Hyde Park Regional Water System Interconnection Main Project will also include the interconnection of the existing South Cross Water System (which DCWWA intends to acquire from the current owner) as well as the an interconnection of the existing Dutchess Estates Water System (which DCWWA intends to acquire from the current owner) Proposals to establish a new Zone of Assessment for the South Cross Water service area and Dutchess Estates Water service area were previously submitted under separate cover.

WATER DEMAND

The projected combined average daily demand for the parcels to be served in the Zone is 81,000 gallons per day at current buildout. There are approximately twenty-three (23) vacant properties ranging from approximately 0.2 acres to 84 acres with a potential for larger developments. The summation of the twenty-three vacant parcels is approximately three-hundred and forty-six (346) acres. The entirety of the Zone encompasses approximately one thousand two-hundred and eighty-three (1,283) acres.

The Hyde Park Water Treatment Plant provides extensive treatment including but not limited to filtration, disinfection, and corrosion control before distributing water throughout its system. The Water Treatment Plant is permitted and capable of producing about 2,100,000 gallons per day but produces about 1,100,000 gallons per day to meet current demand. The Water Treatment Plant is committed to meeting a demand of approximately 1,600,000 gallons per day, considering the current service area, private projects currently under construction within the existing service area, and existing agreements to provide water for new service areas. The Hyde Park Water Treatment Plant will have no issues serving the proposed Zone, including the number of vacant properties and their potential for small and large developments.

CAPITAL COSTS AND ALLOCATION

The total cost of the Quaker Hill to Hyde Park Regional Interconnection Main Project is estimated at $21,875,700. The DCWWA has received grant funding from the NYS Environmental Facilities Corporation (EFC) for up to 70% of the total cost of the project, resulting in a grant fund of $15,312,990. The remaining project balance of $6,562,710 will be paid through a subsidized loan from the NYS EFC issued to the DCWWA, spread over a 30-year period. It is DCWWA's intent that debt service on the loan will be allocated among all Zones of Assessment that are directly serviced by Interconnection Main: the existing Zone of Assessment "U" (Quaker Hills Water System), the proposed Zone (North Park Water System) and the two additional proposed Zones of Assessment described above for the South Cross Water System and the Dutchess Estates Water System, which are currently under development. A copy of the report generated for the above referenced project is included in Appendix "E" of this report.

The Zone will pay an annual charge to the Authority's Hyde Park Regional Water System (comprised of County Water District Zones of Assessment A, B, C, D, G, I, L, R, 028, and proposed 029 and 030) for their proportional share (based on aggregate average daily water demand) of annual debt service expenses. Outstanding debt was used to finance the purchase, maintenance and improvement of the water treatment, distribution and storage facilities by which the Zone will receive its water service. It should be expected that additional debt will be incurred in the future for the ongoing maintenance of the water system infrastructure.

In order to provide a water main extension in accordance with the preferred route submitted in the NYS EFC grant request report, a transfer of ownership of existing main is being sought on the property defined as the Crofton Mews. The DCWWA continues to explore different cost-saving designs that make the project financially feasible while remaining in-line with one of the three alternative routes provided in the Engineer's Report titled Quaker Hill PFAS Violation Remedy, prepared by Tighe & Bond, last revised June 2024 included in Appendix "E".

In addition to the capital costs associated with the Interconnection Main, the existing annual debt expenses for previous improvements to the Hyde Park Regional Water System will be allocated equitably, through the assignment of benefit units, to each parcel included in the Zones of Assessment that receive water from the Hyde Park Regional Water System and thereby benefit from funded improvements. This includes; the proposed Zone of Assessment "031", existing Zones of Assessment "A", "B", "C", "D", "I", "L", "R", "U", and "028", and proposed new Zones of Assessments "029A&B" (Dutchess Estates Water System), "030" (South Cross Water System), and any future proposed Zones of Assessment that are established and receive water from the Hyde Park Regional Water System.

Application of the Benefit Assessment Methodology to the current district parcels results in a total of three-thousand one hundred and eighty (3,180) benefit units within the proposed Zone. The anticipated capital costs for a typical single-family residence within the North Park Water System and Zone is approximately six hundred and twenty-nine dollars ($629) should all Zones of Assessment be created along the larger project which interconnects the Quaker Hill Water System to the Hyde Park Regional Water System. For the purposes of creating the Zone, the worst-case scenario of no additional Zones of Assessment are created beyond North Park Water would translate to an anticipated capital cost for a typical single-family residence of approximately nine hundred and sixty-eight dollars ($968). It is anticipated that this expense would appear on the 2030 property tax bill (second year of operation as a consecutive system). To clarify further, the anticipation of this expense occurs at a time when the entirety of the QHW-HPR Interconnection Main project has been completed, and long-term financing has been established.

All parcels in the Zone will be assessed for any future capital costs for necessary improvements to the Quaker Hill to Hyde Park Regional watermain extension or to the Hyde Park Regional Water System.

OPERATION & MAINTENANCE COST

The operation and maintenance costs for the Zones of Assessment will be the cost of water produced by the Hyde Park Regional Water System and the Authority's cost to operate, maintain and administer the water main distribution system, as reflected in the annual O&M budget adopted by the Authority. The 2025 adopted Water Rates for the Hyde Park Regional Water System is included in Appendix "B". The rates include a fixed monthly service charge based on the customer connection meter size, and a charge per thousand gallons of metered water use. For a single-family residential parcel in the Zone, the estimated annual O&M charge would be approximately eight hundred and forty-four dollars ($844).

CONNECTION CHARGES

The one-time service connection charge for a typical single-family residence with a ¾" meter connection would be one thousand one-hundred and fifty dollars ($1,150.) For a property with a 1" meter connection the one-time service connection charge would be one thousand four hundred dollars ($1,400.) For those properties with connection sizes greater than 1", the connection charge would be determined on a case-by-case basis.

ANNUAL COST PER TYPICAL PROPERTY

The total annual cost for a typical property in a zone is generally a combination of the long-term capital charges (debt service) and water usage charges.

In the proposed Zone, a typical property will be a single-family dwelling unit. Given the assumptions and estimates described above, the projected "First Year" total cost for a typical single-family dwelling in the Zone will be one-thousand eight hundred and twelve dollars ($1,812) at a worst-case scenario, and one-thousand four hundred and seventy-three ($1,473) at a best-case scenario. Reference is made to Appendix "D" for a breakdown of each scenario based upon partial and full Zones of Assessments created under this report as well as the additional proposed Zones of Assessments to be submitted under separate cover.

####

Appendices

Appendix "A" – Description of County Water District Zone of Assessment "031"

Appendix "B" – Hyde Park Regional Water System Adopted Water Rate Schedule – Effective January 1, 2025.

Appendix "C" – Proposed Benefit Assessment Methodology

Appendix "D" – Annual Cost per Typical Property – First Year - Table

Appendix "E" – Engineer's Report titled Quaker Hill PFAS Violation Remedy, prepared by Tighe & Bond, last revised June 2024

APPENDIX "A"

DUTCHESS COUNTY WATER DISTRICT

ZONE OF ASSESSMENT "031"

North Park Water System

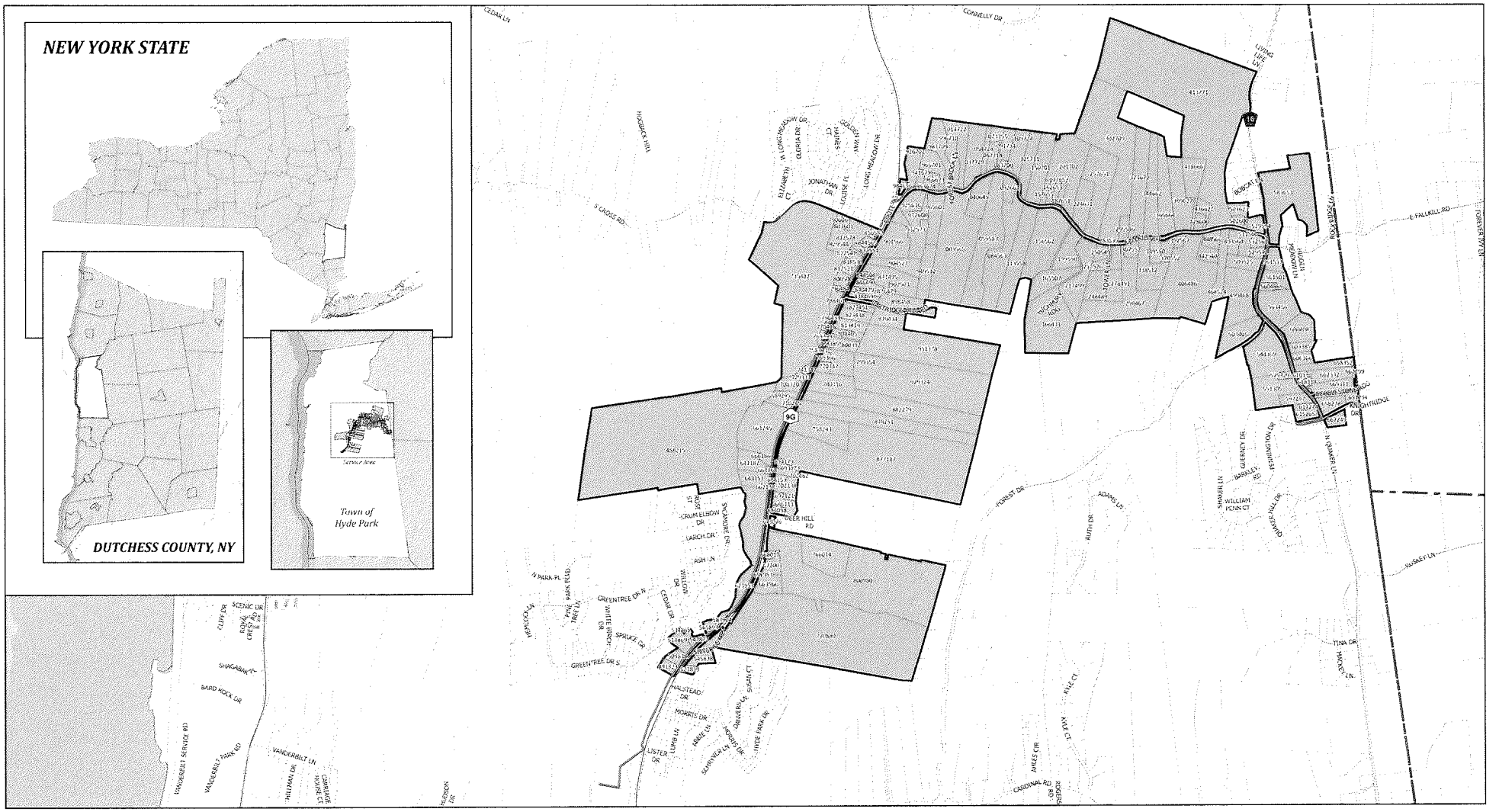
DESCRIPTION OF ZONE

(map and parcel listing)

The Dutchess County Water District Zone of Assessment "031" shall include all those tax parcels presently indicated on the attached boundary map. These parcels are further described by the following list of tax parcel grid numbers:

6166-04-780316-0000	6165-02-800980-0000	6266-01-003565-0000
6266-01-162653-0000	6165-02-663966-0000	6166-04-929324-0000
6166-04-697121-0000	6166-04-729333-0000	6266-01-302709-0000
6166-04-770347-0000	6166-04-686111-0000	6266-01-084563-0000
6166-04-666186-0000	6166-02-996710-0000	6166-04-877187-0000
6166-02-904656-0000	6166-04-689295-0000	6166-04-735482-0000
6165-02-527819-0000	6166-04-641182-0000	6166-02-856582-0000
6166-04-693173-0000	6166-04-763399-0000	6166-02-822541-0000
6266-03-278491-0000	6166-04-688153-0000	6266-03-166431-0000
6266-01-083700-0000	6165-02-509838-0000	6166-02-949512-0000
6266-01-092663-0000	6165-02-534865-0000	6166-02-901566-0000
6266-01-073755-0000	6165-02-565893-0000	6266-01-295586-0000
6166-02-829548-0000	6166-04-882279-0000	6266-01-307552-0000
6166-02-902503-0000	6166-04-838469-0000	6266-01-349550-0000
6166-04-823438-0000	6166-04-951378-0000	6266-01-370552-0000
6166-02-844565-0000	6166-02-904527-0000	6266-01-392567-0000
6166-02-803601-0000	6266-01-091734-0000	6266-01-418666-0000
6266-01-177652-0000	6266-01-125711-0000	6266-01-428600-0000
6266-01-187651-0000	6166-02-844508-0000	6266-01-436622-0000
6166-04-708320-0000	6166-02-932573-0000	6266-01-442540-0000
6266-01-157655-0000	6166-04-769366-0000	6266-01-468524-0000
6166-04-694179-0000	6165-02-514869-0000	6266-01-493564-0000
6266-01-037729-0000	6166-04-898458-0000	6266-02-502600-0000
6166-04-668168-0000	6166-04-800500-0000	6266-02-509525-0000
6266-01-067718-0000	6166-04-846490-0000	6266-02-529542-0000
6266-01-283539-0000	6166-04-876479-0000	6266-02-529594-0000
6165-01-491823-0000	6166-04-741347-0000	6266-02-532561-0000
6266-01-199550-0000	6165-02-545838-0000	6266-02-561501-0000

6266-01-165507-0000
6166-04-662138-0000
6166-04-672001-0000
6266-01-250549-0000
6166-04-808405-0000
6266-01-224631-0000
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6266-04-503405-0000
6266-01-413771-0000
6165-02-566862-0000



Quaker Hill - Hyde Park Regional Interconnection
Hyde Park, NY
Dutchess County Water District
Zone of Assessment

DISCLAIMER: pipeline shown for discussion purposes, but field verification is required to determine location of pipe in street.

Proposed Water Main

Parcels within Zone

N W E S

0 1,350 2,700 5,400 Feet

Dutchess County
Water and Wastewater Authority
1 LaGrange Avenue
Poughkeepsie, NY 12603

Sheet No.
1 of 1

Data Sources: Dutchess County Real Property Tax Service Agency
Prepared by: Dutchess County Department of Planning & Development

Date: April, 2025

WATER AND WASTEWATER AUTHORITY

APPENDIX "B"

DUTCHESS COUNTY WATER DISTRICT

ZONE OF ASSESSMENT "031"

North Park Water System

ADOPTED WATER RATE SCHEDULE – EFFECTIVE JANUARY 1, 2025

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

DUTCHESS COUNTY WATER DISTRICT ZONES A & B – HYDE PARK REGIONAL WATER SYSTEM

Adopted Water Rate Schedule - Effective January 1, 2025

A. WATER CHARGES ARE BILLED TO THE PROPERTY OWNER WITHIN A REASONABLE PERIOD FOLLOWING THE CLOSE OF THE BILLING CYCLE:

Section 1000--Periods end February 28, May 31, August 31, and November 30
Section 2000--Periods end March 31, June 30, September 30, and December 31
Section 3000--Periods end February 28, May 31, August 31, and November 30

NOTE: *Rates subject to change on January 1, 2026

B. WATER CHARGES

1. Metered Usage Rate: $9.12 per 1,000 gallons + monthly service charge. (All customers subject to monthly service charge regardless of usage).
2. Monthly Service Charge:

In addition to the water charges described above, there will be a monthly service charge assessed according to meter/service size as follows:

Meter/Service Size:	Rate Per Month:
3/4 inch	$24.73
1 inch	$34.62
1.5 inch	$44.51
2 inch	$71.70
3 inch	$271.98
4 inch	$346.15
6 inch	$519.23
8 inch	$717.03
10 inch	$890.10
16 inch	$1,409.33

3. Domestic Non-metered (Based upon size of connection) + monthly service charge.

Meter/Service Size:	Rate Per Month:
3/4 inch	$114.00
1 inch	$177.33
1.5 inch	$253.33
2 inch	$380.00
3 inch	$1,097.77
4 inch	$2,195.54
6 inch	$6,755.51
8 inch	$13,511.02
10 inch	$25,333.16
16 inch	$67,555.09

C. MISCELLANEOUS CHARGES

See following definitions.

Charges:	Rates:	
Property Transfer Charge - Buyer	$60.00	
Property Closing Charge - Seller	$85.00	
Inaccessible Meter Charge	$100.00	*
Meter Re-Read Charge	$50.00	
Meter Tampering Charge	$50.00	**
Returned Check Charge	$20.00	
Service Restoration Fee	$150.00	
Service Tampering Charge	$50.00	***

D. PAST DUE BILL CHARGE

All arrears of water rents, charges and penalties after each due date shall be subject to interest computed at the annual rate of 21% or 5.25% per billing period.

E. RELEVY OF UNPAID BILLS

In September/October of each year all accounts in arrears will be referred to the property tax collector for inclusion on the following year's January tax bill. Included in these amounts will be a late charge of up to 4 months for the total amount due.

F. PROPERTY TRANSFER CHARGE - BUYER

There will be a charge assessed each time title to a property changes or transfers. The charge will appear on the next scheduled billing of the new property owner. This fee will cover the cost of establishing a new customer account along with preparing pro-rated bills as needed for both the new and former owner.

G. PROPERTY CLOSING CHARGE - SELLER

There will be a charge assessed to the current owner each time title to a property changes or transfers. The charge will appear on the final bill due on account and presented at closing of the property. This fee will cover operational and administrative costs incurred during the processing of account closeout.

H. SPRINKLER SYSTEM CHARGE

Service charge only for size of service line supplying the fire sprinkler system.

I. INACCESSIBLE METER CHARGE

An inaccessible meter charge may be assessed *each month to customers who refuse to allow access to their property for meter installation, who fail to remove obstructions encumbering access to the water meter or its remote read head, and/or who refuse access to their property for an indoor meter reading.

J. MULTIPLE REGISTER METER CHARGE

Each register billed for gallonage plus service charge - see above schedule.

K. METER READINGS

If there is a meter reading discrepancy between the meter (located inside) versus the remote read head (located outside), it is the meter that has precedence. Meter tampering is unlawful and may result in legal action.

L. METER TAMPERING CHARGE

Tampering with meter and meter appurtenances is prohibited. Tampering with meter and meter appurtenances will result in a fine** plus a surcharge for labor and materials for replacing and/or repairing the tampered equipment and shall be imposed on the next water bill.

M. RETURNED CHECK CHARGE

There will be a charge for each returned check. The Dutchess County Water and Wastewater Authority (DCWWA) reserves the right not to accept checks in the future.

N. RESTORATION OF WATER SERVICE

A customer may request water service to be temporarily suspended and shut off at the curb valve. However, the customer will remain financially responsible for all monthly service charges and applicable capital surcharges due per billing cycle while service is suspended. Additionally, a service restoration fee upon water turn on will be added to the next billing cycle.

O. SERVICE TAMPERING CHARGE

Water service is turned on or off at the curb or the main by the DCWWA. Unauthorized persons are not permitted to turn water on or off at the curb valve or corporation stop. The owner of the affected property shall be subject to a service tampering charge for each offense*** plus a surcharge for labor and materials for replacing and/or repairing the tampered equipment and shall be imposed on the next water bill.

APPENDIX "C"

DUTCHESS COUNTY WATER DISTRICT

ZONE OF ASSESSMENT "031"

North Park Water System

PROPOSED BENEFIT ASSESSMENT METHODOLOGY

LAND USE/WATER USE

RESIDENTIAL	
FIRST DWELLING UNIT	10
EACH ADDITIONAL DWELLING UNIT	8
COMMERCIAL/INSTITUTIONAL:	
FIRST 500 GPD WATER USAGE	20
EACH ADDITIONAL 100 GPD	4
UNDEVELOPED LAND	8

APPENDIX "D"

DUTCHESS COUNTY WATER DISTRICT

ZONE OF ASSESSMENT "031"

North Park Water System

ANNUAL COST PER TYPICAL PROPERTY – FIRST YEAR – TABLE

NPW Annual Cost per a Typical Property - First Year (Assuming full construction of interconnection project*completed*)

	Worst Case Scenario →			Best Case Scenario
	QHW[1]	QHW + **NPW**[2,6]	QHW + **NPW** + DEW[3]	QHW + **NPW** + SCW[4]	QHW + **NPW** + DEW + SCW[6]
Project Cost Allocation	$ 3,101.00	$ 824.00	$ 623.00	$ 607.00	$ 491.00
HPR Debt Service Allocation[5]	$ 151.00	$ 144.00	$ 141.00	$ 141.00	$ 138.00
O&M	$ 844.00	$ 844.00	$ 844.00	$ 844.00	$ 844.00
Total Cost	**$ 4,096.00**	**$ 1,812.00**	**$ 1,608.00**	**$ 1,592.00**	**$ 1,473.00**

[1] QHW is the existing Quaker Hill Water system that assumes no Zones of Assessment created

[2] QHW + NPW assumes only North Park Water (NPW) Zone of Assessment is created and benefits from the interconnection project

[3] QHW + NPW + DEW assumes only NPW and Dutchess Estates Water (DEW) (under separate cover) are created and benefit from the interconnection project

[4] QHW +NPW + SCW assumes only NPW and South Cross Water (SCW) (under separate cover) are created and benefit from the interconnection project

[5] HPR Debt Service Allocation refers to the debt service shared by all Zones of Assessment that benefit from the Hyde Park Regional Water Treatment Facility and storage tanks

[6] QHW + NPW + DEW + SCW assumes all of NPW, DEW and SCW (under separate covers) are created and benefit from the interconnection project

APPENDIX "E"

DUTCHESS COUNTY WATER DISTRICT

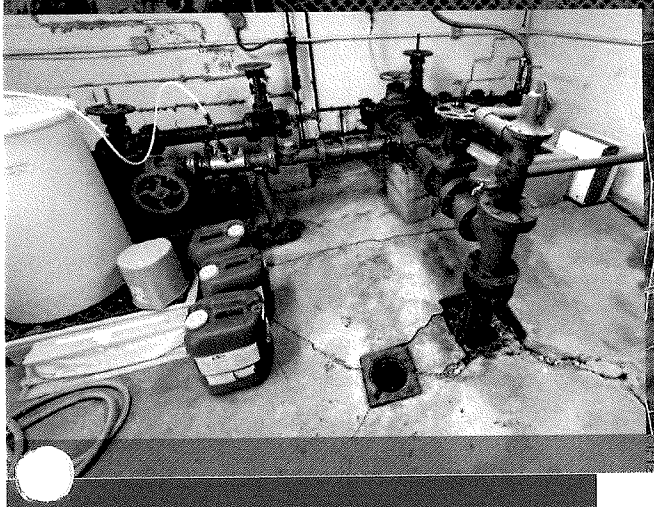
ZONE OF ASSESSMENT "031"

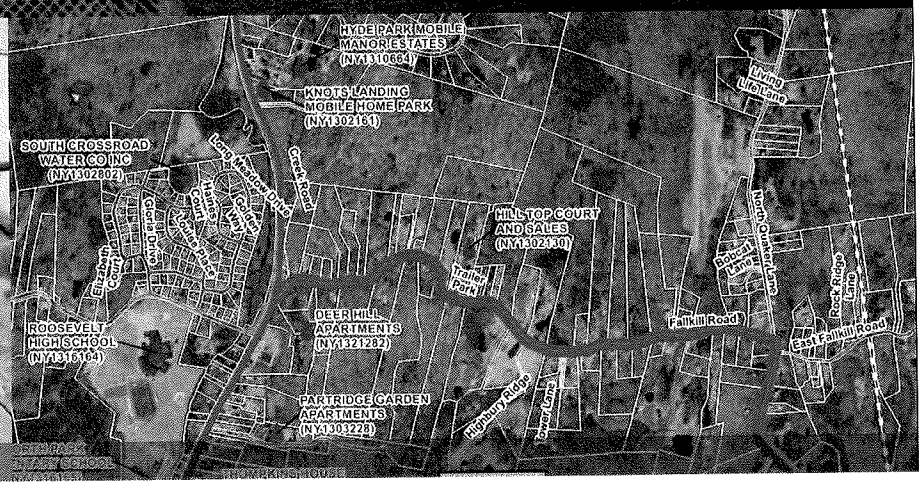
North Park Water System

ENGINEER'S REPORT TITLES QUAKER HILL PFAS VIOLATION REMEDY, PREPARED BY TIGHE & BOND, LAST REVISED JUNE 2024





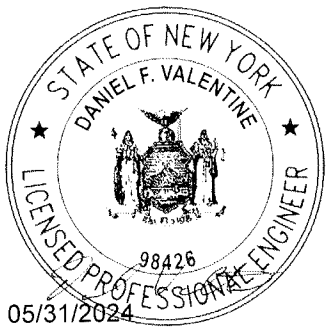




Quaker Hill PFAS Violation Remedy

Dutchess County Water & Wastewater Authority

Preliminary Engineering Report
June 2024



Services Provided in New York by T&B Engineering and Landscape Architecture, PC

Tighe&Bond

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Tighe&Bond

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Figure 2-2 Route A Elevation Profile and Modeled Operating Pressure a Quak...
Figure 2-3 Route A and PWSs Elevation Profile and Modeled Operating Press...
Figure 2-4 Route C Elevation Profile and Modeled Operating Pressure at Quak...
Figure 2-5 Route C and PWSs Elevation Profile and Modeled Operating Press...
Figure 2-6 Proposed Process Flow Diagram
Figure 2-7 Preliminary Treatment Building Layout
Figure 2-8 Preliminary Site Layout
Figure 4-1 Project Implementation Schedule

Executive Summary

Tighe & Bond has evaluated two alternatives for addressing the recent PFOS MCL exceedance at the Quaker Hill Water System. The two alternatives considered for the Quaker Hill Water System include abandonment of the existing wellfield and treatment system and interconnection to the Hyde Park Regional Water System (HPRWS) or replacement of the existing wellhouse/treatment building with a new system with PFAS treatment. A no-action alternative is also discussed in the report but will not satisfy the Notice of Violation. A summary of the alternatives that will be considered is below:

- Alternative No. 1:
  - Connect the Quaker Hill Water System to the HPRWS (Route B)
  - Booster pump station at the North Tank site
  - Abandon the existing Quaker Hill Wellfield and treatment system
- Alternative No. 2:
  - Install a new treatment building with deep foundation
  - Install new system components including treatment for PFOS
  - Improvements to existing wells
  - Demolish the existing wellhouse/treatment building
  - Site improvements to protect the new facilities from flooding

An opinion of probable project cost was developed for the two alternatives (Section 2.6) and are summarized in Table E-1, detailed opinions of probable cost for each alternative are provided in Appendix C.

TABLE E-1
Alternative No. 1 & 2 Opinion of Probable Cost

Item	Alternative No. 1	Alternative No. 2
Construction Cost	$12,881,100	$4,886,000
Engineering (20%)	$2,576,300	$977,200
Contingency (30%)	$3,864,400	$1,465,800
Escalation (4%/year for 3 years)	$1,609,900	$612,000
Opinion of Probable Cost	**$20,931,700**	**$7,941,000**

A life cycle cost analysis (Section 3.1) was utilized to better compare the two alternatives to determine the most long-term cost-effective alternative, rather than just the alternative with the lowest capital construction cost. Table E-2 summarizes the net present value of each alternative over a 70-year life cycle planning period, which is the anticipated life cycle of the Alternative No. 1 transmission main.

TABLE E-2
Alternative Life Cycle Cost Analysis

Item	Alt. No. 1	Alt. No. 2
Capital Cost	$20,931,700	$7,941,000
Annual O&M Cost	$112,500	$230,800
Present Day O&M Cost	$13,566,900	$27,833,200
Present Day Salvage Value	-$210,400	-$647,000
Net Present Value of Life Cycle Cost	**$34,709,000**	**$36,421,200**
	Planning Period	70 years
	Inflation Rate	4.0%
	Discount Rate	2.5%

As shown in Table E-2, Alternative No. 1 is expected to have a lower life cycle cost than Alternative No. 2. Additionally, Alternative No. 1 has the ability to increase the customer base served by connecting other Public Water Systems along the route which could ultimately result in the lowest debt service cost per EDU. Alternative No. 2 has no potential to increase the customer base.

Based on the life cycle cost analysis, estimated annual debt service, potential to increase the customer base by interconnecting other public water systems, and non-monetary factors (see Section 2.7), Alternative No. 1 is the recommended alternative. The basis for selection of Alternative No. 1 is as follows:

- Lowest life cycle cost
- Potential to connect several other PWSs, including PWSs in potential environmental justice areas and disadvantaged communities
- Potential for the lowest annual debt service cost per user if all existing PWSs along the proposed route connect to the system
- Simpler construction and permitting
- Less operation and maintenance
- Better public perception

It is important to consider that the number of PWSs that have PFAS concerns is based upon data provided by DCDBCH which is relative to the previous MCL of 10 ppt. It is anticipated that additional PWSs may have PFAS concerns when considering the new MCL of 4 ppt.

This engineering report has been prepared in anticipation of the pursuit of a low-interest loan or grant. Table E-3 provides the opinion of probable cost for implementation of Alternative No. 1 in a format that is consistent with funding agency requirements.

TABLE E-3
Recommended Project Costs

Item	Cost
1. Construction Costs[1]	
a. Contract 1 - General	$14,201,200
b. Contract 2 - Electrical	$289,800
c. Contract 3 - HVAC	$0
d. Contract 4 - Plumbing	$0
2. Engineering Costs	
a. Planning	$62,400
b. Design	$1,030,500
c. Construction	$1,545,800
3. Other Expenses	
a. Local Counsel	$10,200
b. Bond Counsel	$43,500
c. Work Force	$202,900
d. Financial Services	$0
e. Net Interest	$0
f. Miscellaneous	$0
4. Equipment	$0
5. Land Acquisition	$0
6. Project Contingency (30%)	$3,864,400
7. Total Project Costs	$21,250,700
8. Less Other Sources of Financing	$0
9. Project Costs to be Financed	$21,250,700
10. SRF Issuance Costs	
a. Direct Expense (1%)	$212,600
b. Bond Issuance Charge (0.84%)	$178,600
c. Administrative Fee (1.1%)	$233,800
Total Project Cost Including Financing	**$21,875,700**

[1]Includes an escalation of 4%/year for 3 years

Section 1
Project Background & History

1.1 Introduction

This report presents an alternatives analysis performed for the Dutchess County Water and Wastewater Authority (DCWWA) to address the Dutchess County Department of Behavioral and Community Health (DCDBCH) Notice of Violation issued in response to exceedance of the Maximum Contaminant Limit (MCL) for Perfluorooctanesulfonic Acid (PFOS) at their Quaker Hill Water System. This evaluation aims to identify the most appropriate and cost-effective way (or ways) of addressing the MCL violation in a manner that is protective of public health and in the best interests of the DCWWA and its customers.

Tighe & Bond, whose services are provided in New York through T&B Engineering & Landscape Architecture, P.C. (Tighe & Bond), has been engaged by DCWWA to prepare this Preliminary Engineering Report (PER) in a format consistent with the New York State Environmental Facility Corporation (EFC) New York State Drinking Water State Revolving Fund Engineering Report guidelines.

1.2 Site Information

1.2.1 Location

The Quaker Hill Water District (District) is in the eastern extent of the Town of Hyde Park, NY, as shown in Figure 1-1 below. The District serves approximately 109 residential connections located along Quaker Hill Drive and surrounding streets including Pennington Drive, Guerney Drive, Barkley Road, and Shaker Lane.

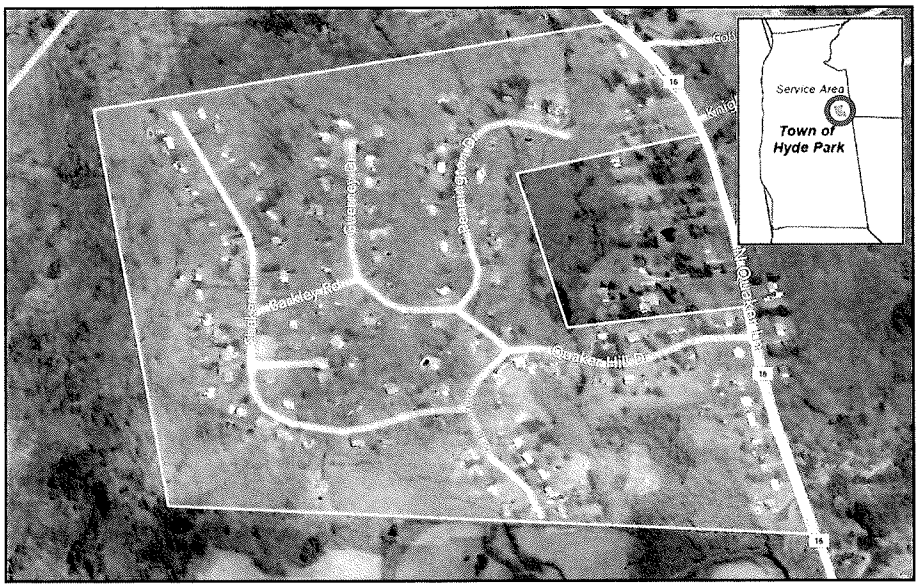


FIGURE 1-1
Quaker Hill Water District

The District was formed in 1970 and, after being acquired by the Town of Hyde Park in 1980, underwent significant upgrades including construction of a new treatment building and the addition of Well No. 2. The Water District Advisory Committee was formed in 1988 to assist the Town with effective administration of the District. At present, the District's facilities include two wells, one hydropneumatic tank, and one wellhouse/treatment building. Water is delivered to the distribution system via a series of 6-inch cast iron water mains, totaling approximately 9,500 feet in length.

1.2.2 Geologic Conditions

Figure 1-2 shows the USDA Natural Resources Conservation Service (NRCS) soil map for the District. The District is largely composed of Nassau, Hoosic, and Natchaug soil types. The existing wellfield and the existing wellhouse/treatment building are within the Natchaug muck soil type as shown in Figure 1-2. Natchaug muck is categorized as Hydrologic Soil Group (HSG) Type B/D and is defined as highly decomposed organic material over loamy glaciofluvial deposits and/or loamy till. Natchaug muck soils are very poorly drained, nearly level soils in low areas or wetlands. The reported depth to bedrock is more than 80-inches and the reported depth to the water table is 0-6 inches.

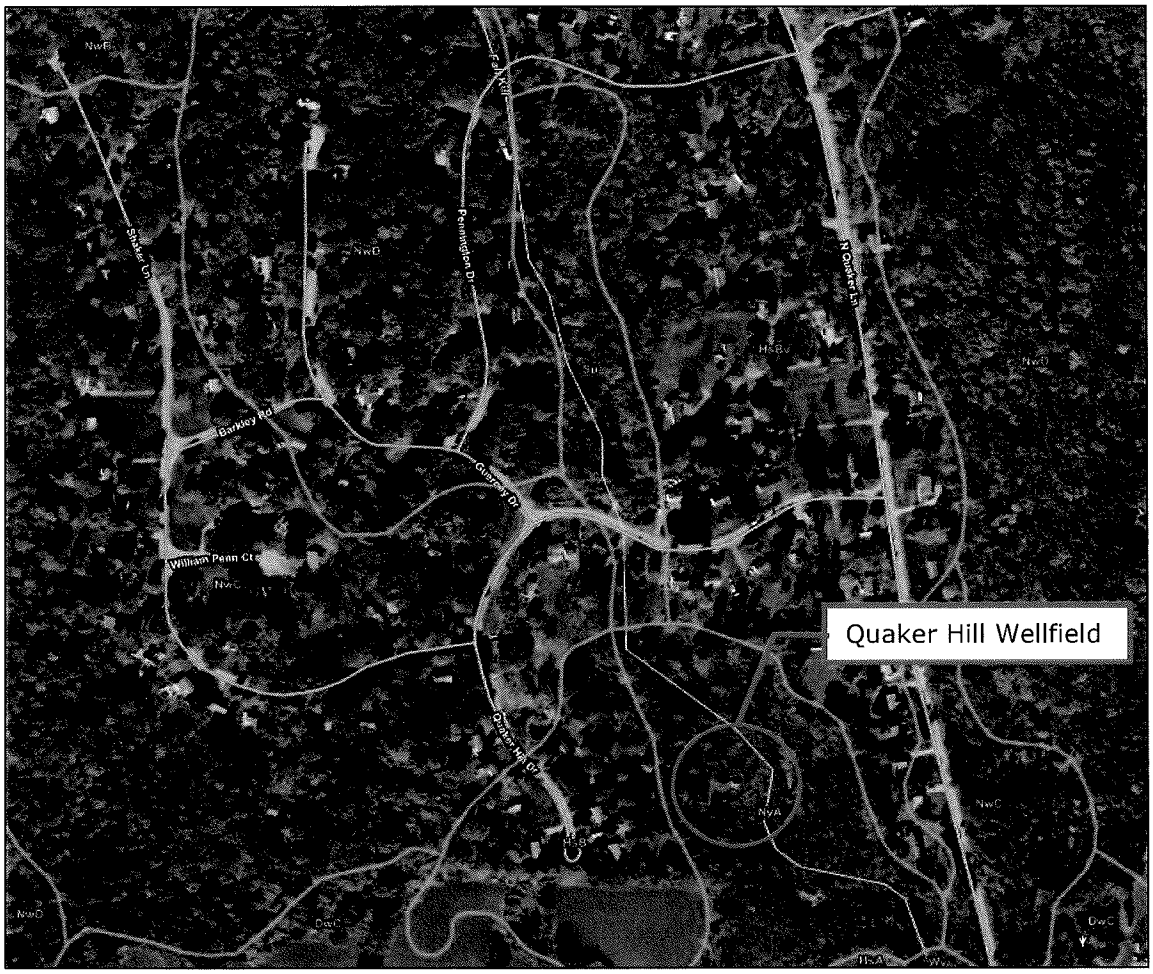


FIGURE 1-2
Quaker Hill Soil Map

A report titled *Quaker Hill Water District Pumphouse Building Evaluation* by Morris Associates dated April 2010 (2010 Report) provides information about the subsurface conditions at the Quaker Hill wellfield and wellhouse/treatment building site. The report was developed to understand why the wellhouse/treatment building had settled over the years and to recommend improvements for repairing or replacing the wellhouse/treatment building.

The 2010 Report references a geotechnical report prepared by Daniel Loucks. Subsurface conditions at the site, based on one boring drilled at the site and documented in the above-referenced geotechnical report, are expected to consist of the following soil stratums:

- 0 - 4 feet below ground surface (bgs) - loose to very loose silty sand FILL;
- 4 - 14.5 feet bgs - Very soft, black, PEAT;
- 14.5 - 41 feet bgs - Loose, native sandy gravel or gravelly sand with minor amounts of silt;
- 41 - 43.5 feet bgs - Dense native gravelly sand with silt; and
- Refusal at 43.5 feet bgs.

In addition to the one test boring near the existing wellhouse/treatment building, the 2010 report describes that two deep test pits were excavated with a backhoe approximately 100 feet west of the existing wellhouse/treatment building. However, the results of these test pits were that the same peat material is present at a depth of approximately 6 feet below grade.

1.2.3 Surface Water Features

As shown on Figure 1-3, the existing wellhouse/treatment building parcel is completely within a New York State Department of Environmental Conservation (NYSDEC) regulated freshwater wetland (SP-21). Fall Kill Creek flows from north to south through the parcel and there are also federal wetlands around Fall Kill Creek; much of which overlap with the NYSDEC wetlands. Fall Kill Creek is a Class C waterbody. Class C waterbodies are suitable for supporting fisheries and non-contact activities.

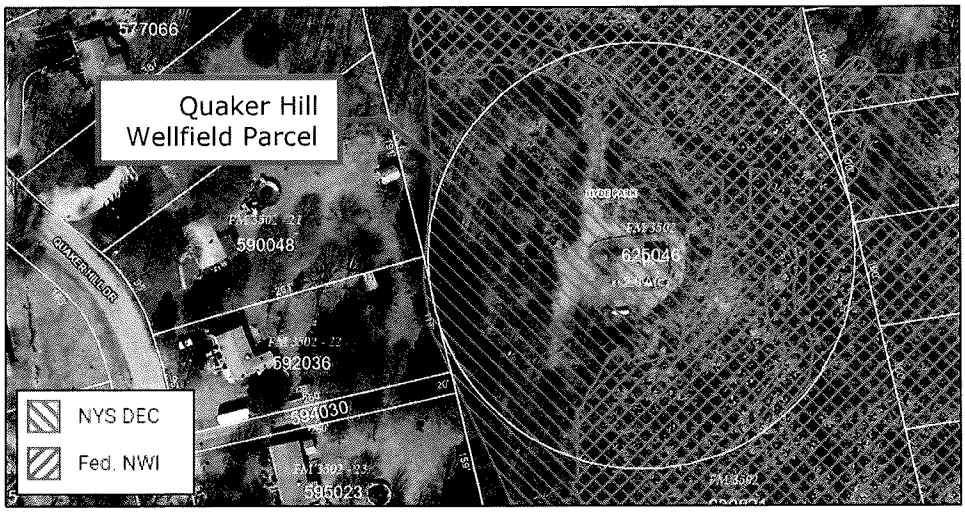


FIGURE 1-3
Wetlands at Quaker Hill Wellhouse/Treatment Building

1.2.4 Environmental Resources

The District was found to be within the NYSDEC rare plants and rare animals check zone as shown on their Environmental Resource Mapping tool. The locations shown in the Environmental Resource Mapper Rare Plants and Rare Animals layer are not precise locations. Rather, they show those generalized areas where New York Natural Heritage has information in its databases regarding rare animals and/or rare plants. These generalized areas show the vicinity of actual, confirmed observations and collections of rare animals and rare plants. The precise locations are not provided by this tool. The Environmental Resource Mapper Tool noted that the District is within the vicinity of Bats which are listed as endangered or threatened. No significant natural communities were noted within the vicinity of the District.

1.2.5 Environmental Justice Areas & Disadvantaged Communities

The Quaker Hill Water District is not within a potential environmental justice area (PEJA) according to the NYSDEC info locator mapping tool presented in Figure 1-4. However, an area just north of the Quaker Hill Water District between Route 9G and Fallkill Road is identified as PEJA (purple shading). Some of the public water supply systems (PWSs) discussed later in the report are within this PEJA.

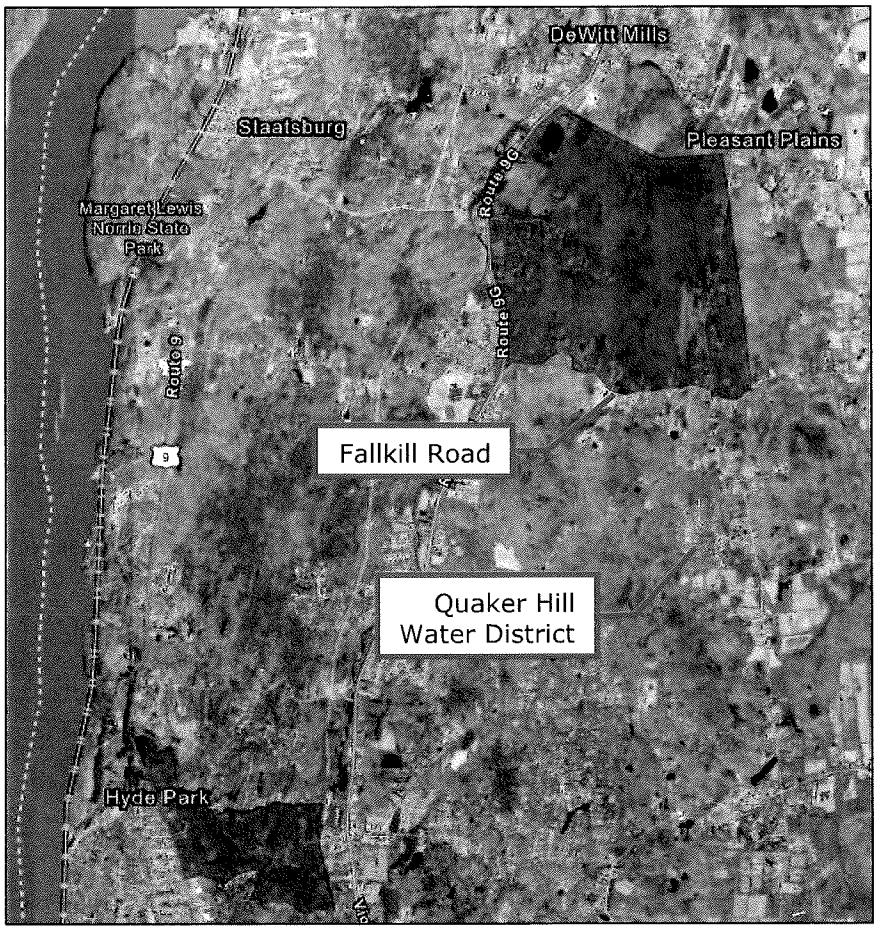


FIGURE 1-4
Town of Hyde Park Potential Environmental Justice Areas

The PEJA maps are based on U.S. census block groups that had populations that met or exceeded at least one of the following statistical thresholds:

1. At least 52.42% of the population in an urban area reported themselves to be members of minority groups; or
2. At least 26.28% of the population in a rural area reported themselves to be members of minority groups; or
3. At least 22.82% of the population in an urban or rural area had household incomes below the federal poverty level.

According to the 2014-2018 5-year American Community Survey (ACS), conducted by the US Census Bureau, the percentage of the census block group who reported themselves as a minority population is 34.73% and the percentage below the poverty level is 3.82%. Therefore, this portion of Hyde Park is considered a PEJA since more than 26.28% of the population in the rural area reported themselves to be members of minority groups. The percentage of the population below the federal poverty level (3.82%) is less than the statistical thresehold (22.82%).

The Quaker Hill Water District is not a disadvantaged community (DAC) according to the NYSDEC info locator mapping tool. However, the area west of Route 9G is identified as a DAC (see Figure 2-1). Some of the public water supply systems (PWSs) discussed later in the report are within this DAC area.

1.2.6 Floodplain Considerations

The Quaker Hill wellfield and wellhouse/treatment building has experienced flooding in the past, with the most notable flooding event in August 2011 during Hurricane Irene. Reportedly, flood waters rose up to 3 feet above grade in the vicinity of the wellhouse/treatment building, submerging the generator, lifting the propane tank off its support, and entering the wellhouse/treatment building, rendering the system inoperable.

Review of Federal Emergency Management Agency (FEMA) flood insurance rate maps (FIRMs) shows that the area is not within a mapped 100-year or 500-year flood area, and therefore, no formal flood elevation exists. As such, we recommend utilizing historical records to provide adequate protection from flooding for any new buildings at the site. Although official measurements were not recorded for the 2011 flooding, District representatives stated that flood waters rose to just below the electrical equipment inside the wellhouse. Based on field measurements, this is approximately 3 feet above the finished floor of the existing wellhouse/treatment building.

In accordance with the Recommended Standards for Water Works (10 State Standards), the finished floor of any new building constructed at the site should be located at least 3 feet above the flood of highest record, or approximately six feet above existing grade.

1.3 Ownership & Service Area

The Quaker Hill Water District is owned and operated by the DCWWA. DCWWA is an independent public benefit corporation established, at the request of the County of Dutchess, by an act of the State Legislature and governed by an appointed Board of Directors. The mission of DCWWA is to protect and enhance the health, environmental

sustainability, and economic stability of Dutchess County and its residents through the provision of clean drinking water and proper treatment of wastewater.

As an owner and operator of water and wastewater systems, DCWWA is committed to the provision of reliable water and wastewater service. DCWWA has a team of professionals including certified water operators who operate the Quaker Hill and Hyde Park systems.

1.3.1 Water District Boundaries

The Quaker Hill Water District is approximately 100 acres in size and includes 109 served properties. There is only one vacant parcel within the District that is undeveloped and there are 4 other undevelopable lots. The district delineation is described in the Proposed County Water District Zone of Assessment U Map, Plan, and Report (MP&R) dated February 2015. Figure 1-5 from the MP&R shows the Quaker Hill Water District boundaries.

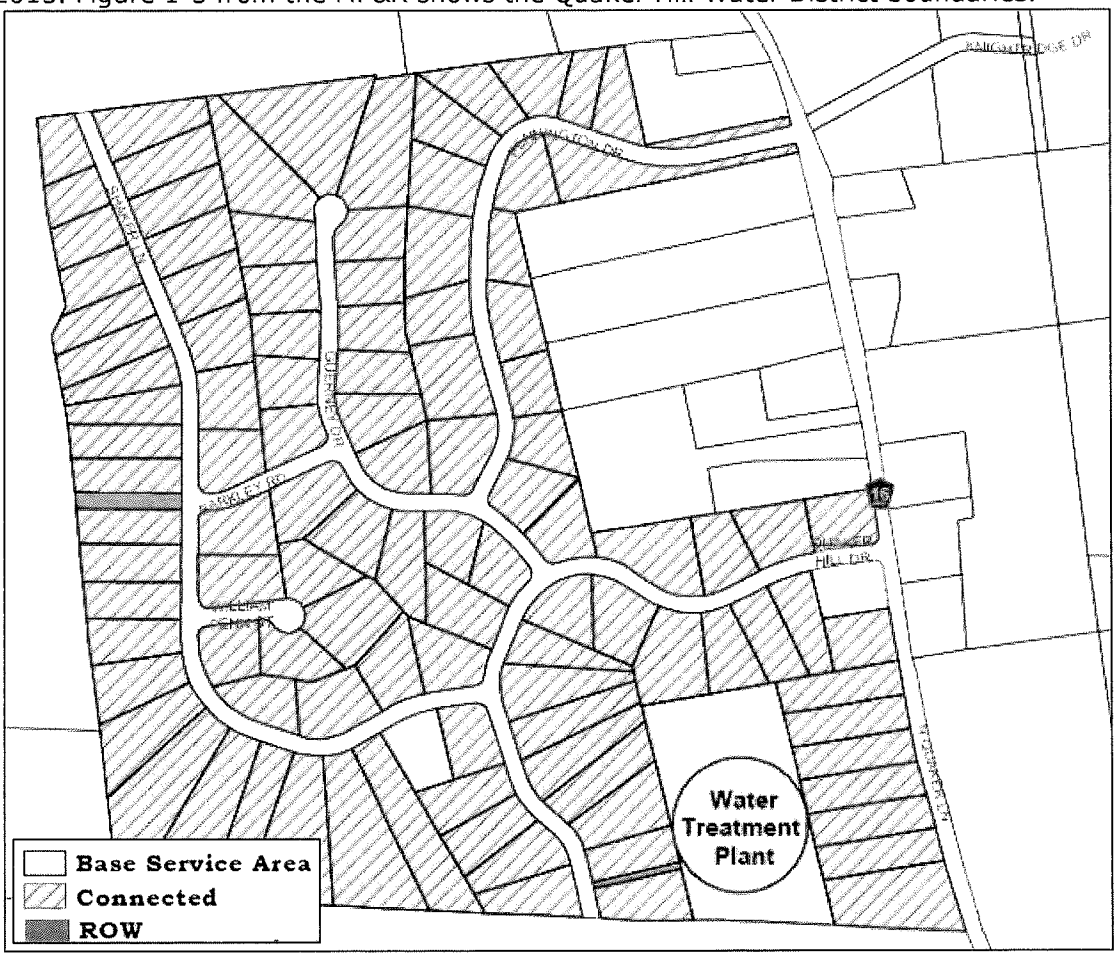


FIGURE 1-5
Quaker Hill Water District

1.3.2 Outside Users

There are no existing outside users, water purchase contracts, or inter-municipal agreements with the Quaker Hill Water District.

1.3.3 Population Trends

The population for the Quaker Hill Water District has been relatively consistent since the completion of the residential development in 1970. There is no census data available for only the Quaker Hill Water District. The estimated population served by the district is 350.

The development is built out and all residences are occupied excluding a single vacant developable parcel. There are no current or anticipated plans to expand the Quaker Hill Water District. Therefore, the population is projected to remain steady over the next 20 years.

1.3.4 Historical and Projected Water Use Data

Existing Demands

The Quaker Hill Water District has two onsite groundwater wells (Well No. 1 and Well No. 2). One totalizing flow meter measures total flow from the facility; however, no individual flow meter for each well with readout is present to measure and record individual flow production. Since no individual flow data is available, monthly operating reports were reviewed to evaluate well production for the district. Monthly operating reports from January 2022 through November 2023 were evaluated. A summary of wellfield daily demand including data from January 2022 through November 2023 is summarized in Figure 1-6.

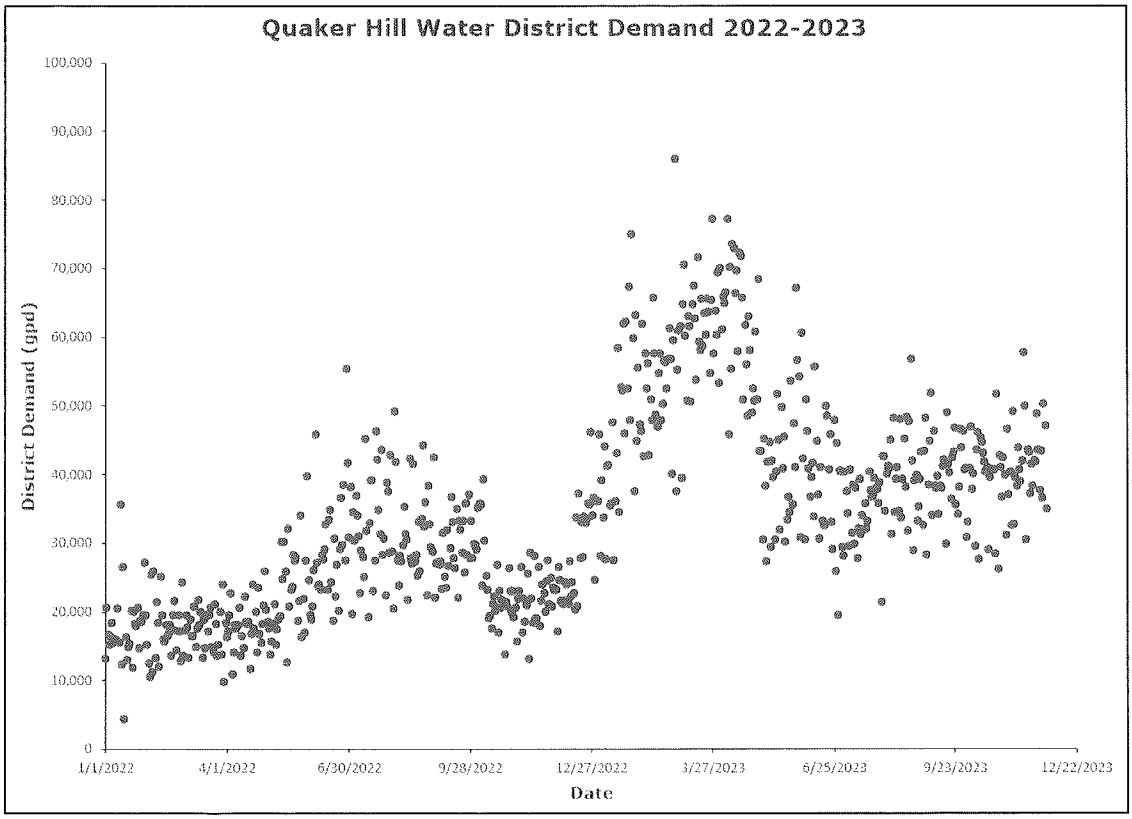


FIGURE 1-6
Quaker Hill Water District Daily Demand 2022-2023

As shown in Figure 1-6, daily demand was generally higher in 2023 than it was in 2022. This increased demand was caused by water main breaks in the distribution system, the largest of which was estimated by DCWWA operations staff as 60,000 gpd. There were no major leaks in 2022, therefore, the flow data from 2022 is assumed to be more representative of actual system demands. For this reason, production data from January through December 2022 was used to determine average and maximum day demand.

Since there is no flow meter monitoring instantaneous flow from the facility, there are no records for peak hourly demand for the facility. As such, the peak hour demand was estimated using typical peaking factors. Typical peak hour peaking factors (ratio of peak hour demand to average day demand) range from 2 to 7 (*Water Treatment*, Montgomery, 1985). A summary of this average day demand, maximum day demand, and peak hour demand is provided in Table 1-1.

TABLE 1-1
Quaker Hill Water District Demands

Condition	Demand (gpd)	Demand (gpm)
Average Day Demand	25,000	17
Maximum Day Demand	56,000	39
Peak Hour Demand[1]	100,000	69

[1]Based on Peaking Factor of 4.0 x Average Day Demand

As shown in Table 1-1, average day demand is 25,000 gpd, or approximately 17 gpm, the maximum day demand during this period was 56,000 gpd (which occurred in June 2022), and the estimate peak hour demand is 4,200 gallons per hour (gph), or approximately 69 gpm.

In 2014, as part of the Quaker Hill Water District Evaluation (2014 Report), the demands for the Quaker Hill Water system were based on 2013 production data. Based on 2013 production data, the average day demand was determined to be 24,428 gpd and the maximum day demand was 44,100 gpd. This indicates relatively consistent demands in the Quaker Hill Water District during years with minimal water main breaks.

The 2014 Report recommended several steps to address issues in the distribution system including a leak detection program, replacement of meters, installation of backflow preventers, and strategic water main improvements. Although not necessary to address the PFAS violation, we agree that improvements to the water distribution system are important to reduce unaccounted for water and ultimately a more stable water demand. As such, the recommended distribution system improvements for the Quaker Hill Water System are not included in the alternative analysis but are presented as "Phase 2" as discussed in Section 2.5. Further discussion regarding the condition of the existing water mains can be found in section 1.4.2.

Fire Flow

With no elevated storage, the system is not currently designed to provide fire flow. The 2014 Report estimated ISO needed fire flows of 750 gpm for 2 hours (90,000 gallons) based on the minimum distance of 30-50 feet between existing single-family dwellings.

Future Demands

The development is built out and all residences are occupied excluding a single vacant but developable parcel. The system has sufficient capacity to serve the additional parcel should it be developed. The District is located in a rural area of Hyde Park, and so there are a limited number of properties that could feasibly connect to the District, therefore, no future demands are anticipated.

Unaccounted Water

Based on the wide variation in total daily production discussed above, it appears that there has been a significant amount of unaccounted for water throughout the life of the Quaker Hill Water System. The 2014 Report estimated unaccounted for water due to water main breaks and leaks may have exceeded 100% for many months in 2013. However, metering limitations (customers are billed at a flat rate and usage is not metered) make it difficult to estimate what percentage of the demand is unaccounted for water.

Adjacent Public Water Systems

Several PWSs, the largest of which is the Hyde Park Regional Water System (HPRWS), are located near the Quaker Hill Water District. These systems are discussed in greater detail in Section 2.2.

Community Involvement

DCWWA maintains a website and notification system for alerts and advisories regarding the Quaker Hill Water System. This provides a convenient way of communicating with the users of the Quaker Hill Water System.

There have been no major capital improvement projects for the Quaker Hill Water System in many years. It is assumed that the community would be in support of improvements that protect the drinking water system and address the outstanding PFOS MCL violation.

There is also potential for enhanced community involvement if the interconnection alternative (see Section 2.2) is selected, offering a resolution for adjacent PWSs with outstanding water quality violations.

1.4 Existing Facilities

1.4.1 Location & Layout

The Quaker Hill Water District is accessed from North Quaker Lane in the Town of Hyde Park and serves the residential properties along Quaker Hill Drive, Shaker Lane, Barkley Road, Guerney Drive, and Pennington Drive (see Figure 1-5).

The District facilities are located on an approximately 7 acre site, as shown in Figure 1-7 below. Access to the site is via a 20-foot-wide utility easement near the end of Quaker Hill Drive. The access drive is a gravel road approximately 260 feet long that runs between two residential properties.

The parcel is 400-feet in diameter centered on one of the wells. The parcel is low-lying and completely within a NYSDEC freshwater regulated wetland. Fall Kill Creek runs through the parcel.

The electric service for the existing facilities is overhead from the power line that runs in a back lot right of way on the west side of North Quaker Lane. The overhead power lines cross the creek and the wetland, with utility poles located in the wetland.

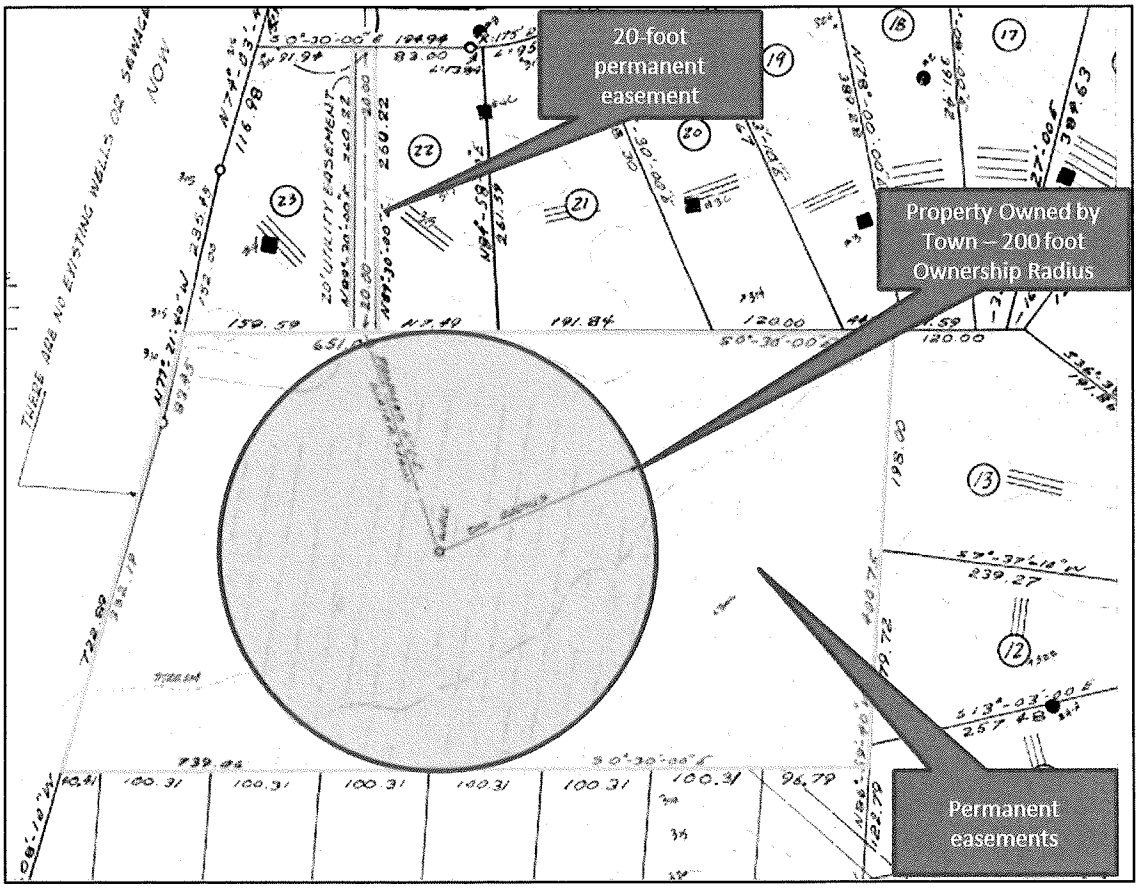


FIGURE 1-7
Quaker Hill Water District Ownership and Easements

The site contains three wells (two active and one abandoned), the wellhouse/treatment building, a buried hydropneumatic tank, security fencing, a generator, and a propane tank. Figure 1-8 shows a general layout of these structures at the site, including:

- Wellhouse/Treatment Building with Well No. 1 inside (1)
- Well No. 2 (2) – originally designated as Well No. 3 on historical drawings, but was renamed with the abandonment of the original Well No. 2.
- Generator (3)
- Buried hydropneumatic tank (4)
- Propane tank (5)
- Test Well No. 3 (abandoned) (6) – Originally designated as Well No. 2 on historical drawings.
- Security fencing (7)

- Access drive (8)
- Overhead electric service (9)

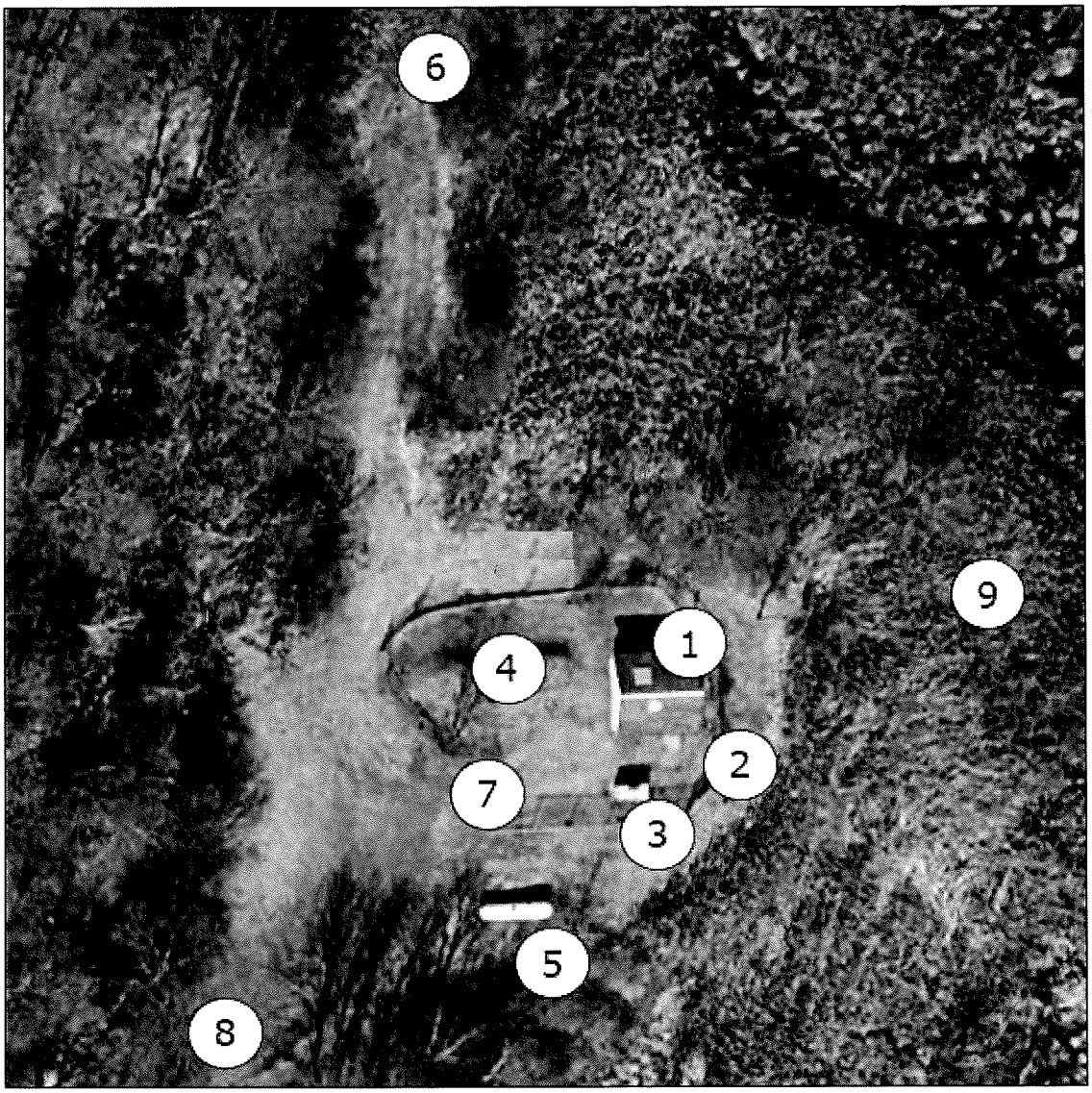


FIGURE 1-8
Quaker Hill Water Treatment Facilities

Appendix A contains photographs of the existing facilities.

1.4.2 General Description & History

The Quaker Hill Water District source and treatment system includes two wells (Well No. 1 and Well No. 2), a small masonry wellhouse/treatment building, a sodium hypochlorite feed system, and a buried 10,000 gallon hydropneumatic tank. Figure 1-9 shows a schematic of the existing system.

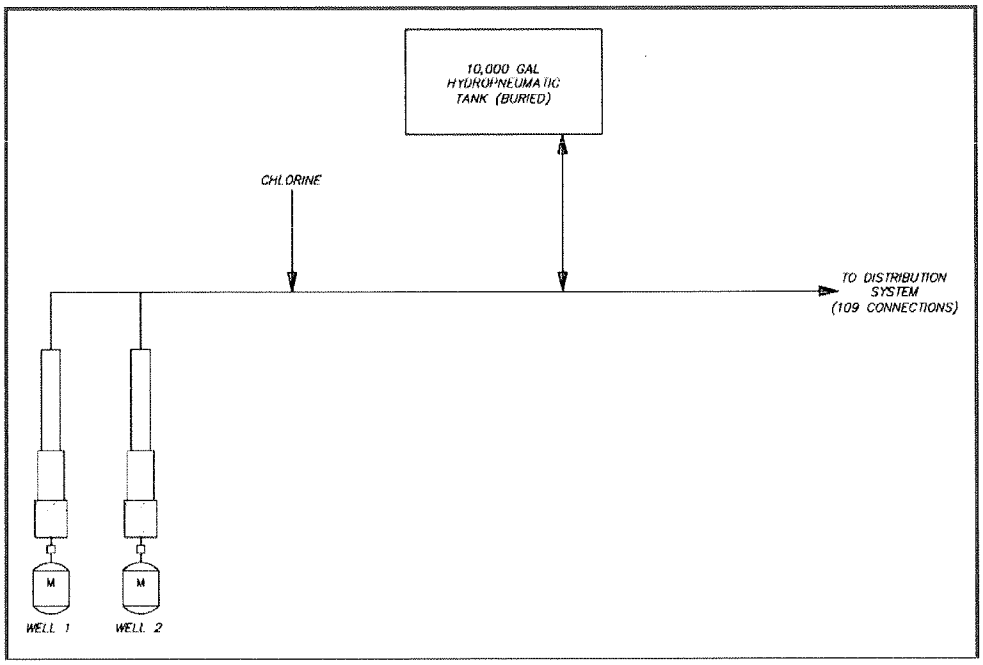


FIGURE 1-9
Existing System Schematic

According to available system documentation from the Town of Hyde Park, the Quaker Hill Water Corporation developed the central water system during the period of 1965 to 1970. Due to poor water distribution main installation practices, the water system experienced extensive water main leaks by 1976. District records indicate that the water mains were installed directly on shale, with no gravel bedding. This has resulted in a multitude of water main failures over the years. Unfortunately, leak detection programs have had minimal success because of the fractured nature of shale. It has also been noted that, in general, the water mains were not installed to five feet below ground surface, and on average have just over three feet of cover, rendering the piping susceptible to damage from frost.

By 1978 the Dutchess County Department of Health assumed operational control of the system from the Quaker Hill Water Corporation. Circa 1980, the Town acquired the water system, forming the Quaker Hill Water District. The water system's sole hydropneumatic tank was replaced around 1998.

The New York Department of State awarded the Town of Hyde Park a Local Government Efficiency Grant in 2011. The Grant funds were used for an engineering evaluation and to assess the feasibility of transferring the District's assets and management to DCWWA. In February of 2015, the Town of Hyde Park transferred ownership of eight water and wastewater systems to DCWWA, including the Quaker Hill Water System.

As the Quaker Hill Water System is now 54 years old, and with minimal reconstruction projects undertaken under previous ownership, it is generally recognized that most system components are beyond their useful service life. The 2014 Report noted concerns regarding the condition of the wellhouse/treatment building and distribution system and identified several mechanical and safety issues.

While the water supply of the District is of adequate quantity, there has been a recent MCL exceedance for PFOS (see Section 1.5 for further discussion).

1.4.3 Present Condition

Source Capacity

Groundwater Well No. 1 and Well No. 2 are the two sources of water supply for the Quaker Hill Water System. Both wells are located within the same parcel. The DCDBCH, following its 2019 sanitary survey, required that both source wells be evaluated for potential Groundwater Under Direct Influence of Surface Water (GWUDI). The first stage of GWUDI testing data collection was conducted from April 2020 to May 2021. DCDBCH representatives reviewed the data and issued an official determination that the Quaker Hill Water System source wells are not under the direct influence of surface water.

Existing well capacity was estimated as part of the 2014 Report based on historical records and the DCDBCH inspection reports. According to a 1978 report by Morris Associates, Well No. 1 is an 8-inch diameter shallow gravel well, with a safe yield of 220 gpm. The well is approximately 50 feet deep, with a 20 foot deep clay confining layer. Well No. 1 is equipped with a 185 gpm well pump.

There are no well construction details for Well No. 2; however, a DCDBCH inspection report from 1983 reports that the well is equipped with a well pump rated for 112 gpm. In both the 1983 and 1984 reports, it was noted that Well No. 2 had not received a completed works approval; we were unable to confirm if this had ever been received. Table 1-2 shows the reported capacity for the two wells based on the most recent water withdrawal reporting forms.

TABLE 1-2
Reported Well Capacity

Well	Capacity (gpm)	Capacity (gpd)
Well 1	180	259,200
Well 2	109	157,000

According to 10 States Standards, the total developed groundwater source capacity shall equal or exceed the design maximum day demand with the largest producing well out of service. Since there is no atmospheric storage, the groundwater wells must meet peak hour demand (estimated to be 69 gpm, see Section 1.3.4). The system has had no issues maintaining system pressures, even with the history of water main breaks.

With the largest well (Well No. 1) out of service, the firm capacity of the wellfield is 109 gpm, or the reported capacity of Well No. 2. This is greater than the estimated peak hour demand of 69 gpm, therefore, this requirement is satisfied. However, we recommend that District consider yield testing to determine the actual safe yield of the wells, specifically for Well No. 2. The well pump sizes and capacities should also be confirmed.

Water Quality

Prior to recent regulations requiring public water supplies to test for perfluoroalkyl substances in source waters, Quaker Hill records indicate that concentrations of all regulated contaminants were well below their respective regulatory limits. However, both Quaker Hill source water wells contain perfluoroalkyl concentrations that exceed the EPA's MCL of 4 nanograms per liter (ng/L) or parts per trillion (ppt), and New York State's current MCL of 10 ppt. Section 1.5 provides further discussion regarding the MCL exceedances in the Quaker Hill System.

Site/Civil/Security

Several low hanging branches were observed along the entrance road. These branches should be trimmed and maintained to ensure continuous access to the site. The grounds surrounding the Quaker Hill Water Wellhouse/treatment building are generally wet and muddy due to their low-lying nature in the wetland. The facility is surrounded by a perimeter fence with barbed wire and is equipped with a manual swing gate at the main entrance. The fence is in fair condition, with several areas of rusting observed. There are no door contacts, security cameras, or security alarms.

Safety

The Quaker Hill Water System facilities were evaluated for compliance with general health and safety practices as well as OSHA CFR 1910 as part of the 2014 Report. Although OSHA does not have direct jurisdiction over municipality-owned public utilities in New York, the facility is subject to compliance with New York State safety requirements which are very similar to OSHA and must provide a safe working environment for employees, contractors, and visitors at all times. Several of the safety concerns highlighted in the 2014 Report have been addressed since DCWWA took ownership of the system. The following health & safety concern remain:

- Eye wash is accomplished through the use of portable bottles. Permanent eye wash/shower stations should be considered in all locations where chemicals are handled and stored. Appropriate signage should be located near all eye wash stations.

Structural/Architectural

The existing wellhouse/treatment building is a single story structure with single wythe, 8-inch CMU walls, a concrete slab on grade and timber framed gable roof. The interior dimensions are 14'-9" by 14'-9" with a floor to ceiling height of 7'-10".

Overall, the existing wellhouse/treatment building is in poor condition. The building structure has significant structural issues. Occupancy of the building in an earthquake or significant wind or flooding event would be unsafe. Settlement of the building and floor slab has resulted in misalignments of the piping system and cracks in the floor slab leaving the wells vulnerable to contamination. The building has been subjected to flooding (see Section 1.4.5), which has also impacted the life expectancy of the structure and its equipment. Settling of the structure is likely due to poor subsurface ground conditions and the history of the issues are well documented.

The architectural components of the building are also in poor condition including the asphalt shingle roofing which is heavily deteriorated and is approaching a failed condition. There is also moderate rust on the hollow metal door and door frame.

It is feasible to remove and replace the broken mortar joints. However, since it is likely unreinforced, the repaired masonry system will be susceptible to further cracking of the mortar joints particularly if any further movement of the building occurs. Also, while some of the failed mortar joints have been filled with spray foam insulation, it is likely that other failed joints have allowed moisture to enter into the concrete masonry blocks.

Finally, unreinforced masonry does not provide significant lateral load resistance (wind/earthquake), and so the building might be unsafe during these conditions. We recommend demolishing the existing masonry building and replacing it with a new structure.

Process/Mechanical

Equipment at the Quaker Hill Water District facility varies in age and condition. However, most of the equipment is at or past the end of its useful service life. This section provides an overview of the condition of the process/mechanical equipment including:

- Wells & Well Pumps
- Process Piping
- Hydropneumatic Tank
- Chemical Feed System

Two wells are currently in place at the site. Well No. 1 is located inside the treatment building. A sleeve was installed in Well No. 1 a few years ago according to DCWWA staff; however, this solution was only intended to be temporary and therefore Well No. 1 needs to be replaced. The new well casing should be extended at least 18 inches above grade, and 3 feet above maximum flood elevation, in accordance with 10 States Standards, and be provided with a lockable, watertight well cap.

Well No. 2 is located outside of the fenced area and the grading around Well No. 2 is not graded to allow surface drainage away from the well. We recommend that grading improvements be made to Well No. 2 and the casing should also be extended to 3 feet above the maximum flood elevation. Test Well No. 3 has been abandoned.

The motor for Well Pump No. 1, along with the wiring, check valve, and well pipe was replaced in 2023. The age of both well pumps and the motor for Well Pump No. 2 is unknown, and we expect they are past their useful life expectancy. Both well pumps should be replaced and sized for the conditions of the new treatment facility. Well yield testing is also recommended to confirm the safe yield capacity of each well.

The piping system inside the building consists of cast iron pipe, isolation valves, a flow totalizer, and chlorine injection point. Overall, the piping is in poor condition. The paint system on the piping has deteriorated, and areas of corrosion were observed. Portions of piping where it interfaces with the floor slab have significant corrosion. Settlement of the building following its construction has resulted in a significant amount of cracks and misalignment of the floor slab. This has resulted in notable pipe alignment issues and stress on the existing piping system joints and restraints. Repairs have been made over the years to account for the misalignment, but these are generally less resilient installation practices and the piping is at risk as the building continues to settle. All piping inside the building should be replaced.

Pressure stabilization for the system is achieved using a 10,000 gallon hydropneumatic tank. The hydropneumatic tank was replaced in approximately 1998 and is past its useful life expectancy.

The existing hydropneumatic tank is completely buried, however, according to 10 State Standards, hydropneumatic tanks should be located above normal ground surface and be completely housed.

The wellhouse/treatment building houses a sodium hypochlorite chemical feed system. Overall, the feed system is in good condition, with the day tank and metering pump recently replaced. The metering pump is a diaphragm style pump. Based on the typical service life for chemical feed system equipment, the tank and metering pump will be due for replacement in a three to five years. Therefore, it is recommended that the chemical feed system be replaced at the time of the treatment building improvements/replacement. The design of the new chemical feed system should include redundant metering pumps and a tank vented to the exterior.

Instrumentation & Controls

A cellular alarm system at the existing facility notifies operations staff of high and low pressure conditions. This is currently the only alarm system at the facility.

Neither well is equipped with level instrumentation, flow meters, or individual pressure gauges on their discharge lines. The new treatment processes should include new instrumentation and controls for well levels, individual well flow meters, combined flow meter, pressure monitoring, tank level monitoring, new pump controls, chlorine residual monitoring, and alarms.

Electrical and HVAC

The existing electrical system at Quaker Hill facility consists of a propane fired engine generator, automatic transfer switch (ATS), main disconnect switch, pump starters, load center, pump control panel and a compressor disconnect switch. Most of the equipment has reached the end of its useful life and shows signs of corrosion. We recommend that the main disconnect switch, starters, pump control panel, compressor disconnect switch and load center be replaced. There is currently no surge protection provided on the well pumps. We recommend that surge protection be provided to protect the well pumps.

The generator is a 35 kilowatt propane-fired Katolight generator, located exterior to the building, but within the perimeter fencing system. The ATS is a 100 amp, 240 volt Katolight. Both the generator and ATS appear to be in fair condition, despite having weathered a flooding condition, when both the generator and switch were partially submerged. It is our understanding that most of the critical components in both pieces of equipment were evaluated and/or replaced following the flooding event. Also, the battery and charger were replaced in 2014. However, the generator and ATS are past their anticipated useful life and should be replaced and sized appropriately for the new treatment facility design.

Also, the main disconnect switch and ATS installations are in violation of working space requirement of 36 inches (National Electrical Code) for electrical equipment. As a result, the main disconnect should be powered down completely before completing any service work on the switch.

The existing exterior light and interior unit heater are original to the facility and should be replaced. In general, wiring, conduit, and receptacles inside the building are in poor condition, and the receptacles are not GFI rated.

The overhead electrical service for the wellfield and wellhouse/treatment facility comes from the east, across the wetland. DCWWA staff report that vegetation in the wetland has grown up beneath the electrical service and interfered with the overhead electrical lines. The vegetation has caused disruptions to the electrical service. It is difficult to perform maintenance and trimming of the vegetation beneath the electrical service because it runs through the wetland. Consideration was given to relocating the electrical service to Quaker Hill Road, however the only power available at Quaker Hill Road is single phase and it is a residential dead-end road, which poses significant difficulties to power the station loads.

1.4.4 Permit Conditions

The Quaker Hill Water District is subject to a water withdrawal permit. The water withdrawal permit limit for the Quaker Hill Water System is 289 gpm or approximately 416,000 gpd.

There are no wastes generated as part of operations at the Quaker Hill Water System.

1.4.5 History of Infrastructure Damage due to Storm/Flood Impacts

As discussed in Section 1.2.6, the Quaker Hill wellfield and wellhouse/treatment building has experienced flooding in the past, with the most notable flooding event in August 2011 during Hurricane Irene. Reportedly, flood waters rose up to 3 feet above the finished floor elevation of the existing wellhouse/treatment building, submerging the generator, lifting the propane tank off its support, and entering the wellhouse/treatment building, rendering the system inoperable.

1.5 Need For Project

On January 17, 2024, DCWWA received a Notice of Violation for exceeding the PFOS MCL (10 ppt) based on an average of the last three samples for Well #2 at the Quaker Hill Estates Water System. A copy of the Notice of Violation is attached as Appendix B.

Samples collected since 2021 from Well 1 and Well 2 consistently detected PFOA and PFOS, and concentrations have risen over time. Recent water quality samples collected in late 2023 and early 2024 from both wells at the Quaker Hill Water System range from 3.10 ppt to 13.60 ppt for both PFOS and perfluorooctanoic acid (PFOA). The current New York State MCL for PFOS and PFOA is 10 ppt.

On April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation for six per- and polyfluoroalkyl substances (PFAS). The new rule set a MCL for PFOS and PFOA of 4 ppt and a MCL for PFHxS, PFNA, and HFPO-DA (commonly known as GenX Chemicals) of 10 ppt. In addition, mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS will be regulated by a calculated *Hazard Index* (HI) value of 1 (unitless) based on the sum of individual compound's concentrations relative to their reference dose (Equation 1-1). Table 1-3 provides a summary of the raw water sample results for PFAS compounds with current regulatory limits.

$$Hazard\ Index = \left(\frac{[GenX_{water}]}{[10\ ppt]}\right) + \left(\frac{[PFBS_{water}]}{[2{,}000\ ppt]}\right) + \left(\frac{[PFNA_{water}]}{[10\ ppt]}\right) + \left(\frac{[PFHxS_{water}]}{[10.0\ ppt]}\right) \qquad \text{[Equation 1]}$$

TABLE 1-3
Summary of PFAS Data for Quaker Hill Water System Wells 1 and 2

Source	Date	PFOA	PFOS	PFHxS	PFNA	PFBS	GenX	HI
Well 1	3/29/2024	3.10	3.70	0.00	0.00	0.00	0.00	0.00
	11/9/2023	5.10	7.52	1.27	0.00	3.02	0.00	0.14
	10/11/2023	4.90	5.44	1.09	0.00	2.72	0.00	0.12
	5/18/2023	4.62	4.40	1.03	0.00	2.46	0.00	0.12
	1/11/2023	3.27	2.53	0.99	0.00	2.00	0.00	0.11
	11/21/2022	3.54	3.00	1.26	0.00	2.38	0.00	0.14
	5/17/2022	3.84	3.55	1.75	0.00	2.92	0.00	0.20
	3/1/2022	2.35	2.56	1.12	0.00	2.78	0.00	0.13
	12/23/2021	5.42	7.67	1.38	0.00	4.70	0.00	0.16
	9/21/2021	4.06	6.02	0.80	0.00	3.48	0.00	0.09
	5/25/2021	2.64	2.80	0.69	0.00	1.88	0.00	0.08
	2/10/2021	2.83	3.71					
	Well 1 Average	3.81	4.41	1.03	0.00	2.58	0.00	0.12
Well 2	3/29/2024	3.70	10.00	0.00	0.00	2.80	0.00	0.00
	11/9/2023	8.59	13.60	1.62	1.04	4.32	0.00	0.29
	10/12/2023	10.60	13.50	1.65	0.81	4.26	0.00	0.27
	5/18/2023	9.81	9.26	1.46	0.00	3.66	0.00	0.16
	1/11/2023	8.90	8.64	1.55	0.00	4.47	0.00	0.17
	11/8/2022	6.36	5.66	1.41	0.00	3.54	0.00	0.16
	8/16/2022	5.05	4.70	1.14	0.00	3.04	0.00	0.13
	5/17/2022	6.72	7.30	1.25	0.00	4.63	0.00	0.14
	3/1/2022	7.05	7.44	1.31	0.00	4.99	0.00	0.15
	12/23/2021	5.64	7.39	1.39	0.61	4.75	0.00	0.22
	9/21/2021	7.45	9.18	1.02	0.00	4.85	0.00	0.12
	5/25/2021	7.38	8.30	1.26	0.00	3.56	0.00	0.14
	2/10/2021	7.17	8.09					
	Well 2 Average	7.26	8.09	1.26	0.21	4.07	0.00	0.16

LEGEND:
Exceeds current MCL (4 ppt) | Will require quarterly monitoring

In addition to the Notice of Violation, sanitary surveys from the DCDBCH continually note issues with aging infrastructure. To summarize, the improvement project at the Quaker Hill Water System is needed for the following reasons:

- Notice of Violation for MCL PFOS Exceedance
- Sanitary Surveys identify issues with the condition of existing equipment
- Infrastructure is well past its useful life
- Infrastructure is in poor condition
- Facilities are subject to flooding
- Certain system components do not meet current design standards

1.6 Capacity Development

The New York State Department of Health (DOH) is required to ensure that all systems receiving DWSRF assistance have adequate technical, managerial, and financial capabilities to provide safe drinking water. Systems that lack adequate capacity may be determined as ineligible by DOH to receive DWSRF assistance unless the project to be financed corrects the technical, managerial, and financial deficiencies.

Attached in Appendix D is the completed Capacity Development Program Evaluation Form.

Section 2
Alternative Analysis

2.1 Alternatives Considered

There are two main alternatives to consider for the Quaker Hill Water System including abandonment of the existing wellfield and treatment system and connection to the Hyde Park Regional Water System (HPRWS) or replacement of the existing wellhouse/treatment building with a new system. A summary of the alternatives being considered is below:

- Alternative No. 1:
  - Connect the Quaker Hill Water System to the HPRWS (Route B)
  - Booster pump station at the North Tank site
  - Abandon the existing Quaker Hill Wellfield and treatment system
- Alternative No. 2:
  - Install a new treatment building with deep foundation
  - Install new system components including treatment for PFOS
  - Improvements to existing wells
  - Demolish the existing wellhouse/treatment building
  - Site improvements to protect the new facilities from flooding
- Alternative No. 3:
  - No Action

A no-action alternative (Alternative No. 3) will be discussed, but given the issues noted in Section 1.5 of this report, it is not a viable alternative. Rehabilitation of the existing wellhouse/ treatment building was also considered but found to be infeasible due to the significant settling issues and vulnerability to future flooding.

Section 2.5 presents the recommendations for water main improvements in the Quaker Hill Water System. Although not necessary to address the PFAS violation, the water main improvements should be considered as a second phase to either of the alternatives. A total of 500 feet of water main replacement within the existing Quaker Hill distribution system has been included in each alternative to address the highest priority areas of water main replacement.

2.2 Alternative No. 1 – Interconnection to HPRWS

As part of the alternatives analysis to address the PFOS MCL exceedance, the installation of a transmission water main from the HPRWS to replace the impacted water supply for the Quaker Hill Water System was considered.

Hydraulic conditions along the alternative interconnection routes were evaluated for water main sizing and the need for pumping and/or pressure reduction. The hydraulic evaluation used both the existing HPRWS hydraulic model (WaterGEMS) and GIS data to develop elevation and pressure profiles along each route. Hydraulic calculations presented utilize the Hazen-Williams equation to calculate headloss, assuming the installed main is cement lined ductile iron pipe with a C-factor of 130 (most conservative in range of values).

The Quaker Hill Water System does not currently provide fire flow. Therefore, the interconnection evaluation considers domestic flows only and recommended sizing does not include fire flow capacity. Three interconnection route alternatives were evaluated:

- Route A - Connection to the HPRWS from the 12-inch main in Route 9 at the Prospect Street intersection. (26,300 LF)
- Route B - Connection to the HPRWS at the North Storage Tank site via a cross country easement. (25,100 LF)
- Route C – Connection to the HPRWS at the North Storage Tank site via Mill Road and Hudson Drive. (35,900 LF)

The Route A, Route B, and Route C interconnections are shown in Figure 2-1.


Route A Pump Station Site
Route B & C Pump Station Site
Quaker Hills Water System
UNION HYDE PARK
HYDE PARK MOBILE MANOR ESTATES (NY1310954)
KNOTS LANDING MOBILE HOME PARK (NY1302181)
SOUTH CROSSROAD WATER CO INC (NY1302802)
HILL TOP COURT AND SALES (NY1302130)
ROOSEVELT HIGH SCHOOL (NY1301516)
DEER HILL APARTMENTS (NY1321282)
PARTRIDGE GARDEN APARTMENTS (NY1303228)
NORTH PARK ELEMENTARY SCHOOL (NY1316155)
THOMPKINS HOUSE APARTMENTS (NY1321024)
ONE STOP DELI (NY1330402)
LEDGE ROCK MOBILE HOME (NY1302158)
LEIGH MANOR (NY1302160)
DUTCHESS ESTATES (NY1307767)
LOYAL ORDER MOOSE LODGE (NY1311574)
KNIGHTS OF COLUMBUS - HYDE PARK (NY1330085)
COUNTRY PLAZA (NY1321001)
LAKEVIEW APARTMENTS AT HYDE PARK (NY1302724)
ROCK LEDGE PLAZA (NY1322658)
Route 9G
Route 9
Albany Post Road
Violet Avenue
Haviland Road
Creek Road
Cardinal Road
Quail Ridge Road
Blue Jay Lane
Mill Road
Parker Avenue
Cobblestone Ridge
Rustkey Lane
Pinehill Road
East Pinehill Road
Hilsbury Road
Adams Lane
Ash Drive
Ash Court
Ash Circle
Robin Drive
Robin Court
Robin Lane
Robin Road
Cedar Lane
Cedar Court
Cedar Road
Cedar Hill
Cedar Ridge
Cedar Drive
Cedar Crest Drive
Cedar Hollow
Cedar Hollow Court
Cedar Hollow Drive
Cedar Hollow North
Cedar Hollow South
Cedar Hollow Road
Cedar Hollow Terrace
Cedar Hollow Way
Cedar Knoll Drive
Cedar Knoll Road
Cedar Lane
Cedar Ridge
Cedar Road
Cedar Street
Cedar Terrace
Cedar Trail
Cedar Way
Cedar Wood Drive
Cedar Wood Road
Cedar Wood Terrace
Cedar Wood Way
Cedar Wood Court

2.2.1 Water Main Sizing

Flow from HPRWS to the Quaker Hill Water System was calculated from 2022 daily production in the Quaker Hill system (see Section 1.3.4). Based on 2022 flow data, the maximum day demand of the Quaker Water System is 56,000 gpm (39 gpm) and average day demand is 25,000 gpd (17 gpm). Peak hour demand data for Quaker Hill is unavailable but estimated to be 4,200 gph (69 gpm). There is potential for connection to additional PWSs located along each interconnection route. Table 2-1 summarizes the demands for each PWS along the alternative interconnection routes.

TABLE 2-1
Summary of Public Water System Demand

		Max Day Demand[2]	
PWS ID No[1]	**PWS Name[1]**	**gpd**	**gpm**
NY1302796	Hyde Park Regional (HPRWS)	1,383,000	959
NY1302797	Quaker Hill	56,000	39
Route A			
NY1310664	Hyde Park Mobile Manor Estates	32,000	22
NY1302161	Knots Landing Mobile Home Park	3,400	2
NY1302802	South Crossroad Water Co Inc	74,000	51
NY1321282	Deer Hill Apartments	2,400	2
NY1302130	Hilltop Court and Sales	6,600	5
Route B			
NY1321980	Country Plaza DC	3,000	2
NY1316574	Loyal Order Moose #904 Club	1,200	1
NY1330085	Knights of Columbus - Hyde Park	1,600	1
NY1302767	Dutchess Estates Inc	64,000	44
NY1302160	Leigh Manor	2,600	2
NY1302158	Ledge Rock Mobile Home Park	2,800	2
NY1330402	One Stop Deli	1,600	1
NY1321926	Thomkins House Apartments	1,200	1
NY1316165	North Park Elementary School	14,200	10
NY1303228	Partridge Garden Apartments	16,800	12
NY1316164	Roosevelt High School	49,800	35
NY1302802	South Crossroad Water Co Inc	74,000	51
NY1321282	Deer Hill Apartments	2,400	2
NY1302130	Hilltop Court and Sales	6,600	5
Route C (All of Route B +)			
NY1322658	Rock Ledge Plaza	4,200	3
NY1330622	Lakeview Apartments at Hyde Park	3,600	3

[1]Provided by Dutchess County Department of Behavioral and Community Health (DCDBCH)

[2]Quaker Hill demand from 2022 production data, all other demands based either on reported system average day production or estimated from population served and assuming 75 gpd per capita served. With the exception of Quaker Hill & HPRWS, max day demands are calculated as average day demand with assumed 2.0 max day peaking factor

Water system demands were used to calculate the flow along each interconnection route to size the water main for the alternative interconnections. Hydraulic results showed an 8-inch cement lined ductile iron water main is able to maintain reasonable flow velocities

and headloss and is the recommended size to supply domestic flows for all alternatives (Table 2-2). The 8-inch main also provides the shortest residence time to transfer water from the HPRWS to Quaker Hill.

TABLE 2-2
Water Main Sizing Alternatives

Alternative	Max Velocity (ft/s)[1]				Total Headloss (ft)[1]				Residence Time (days)[2]
	Quaker Hill Only		Quaker Hill + PWSs		Quaker Hill Only		Quaker Hill + PWSs		
	MDD	PH	MDD	PH	MDD	PH	MDD	PH	Quaker Hill Only
Route A									
8-inch	0.1	0.1	0.2	0.4	1.2	4.2	5.5	19.9	2.8
12-inch	0.0	0.1	0.1	0.2	0.2	0.6	0.8	2.8	6.3
16-inch	0.0	0.0	0.1	0.1	0.0	0.1	0.2	0.7	11.2
Route B & C[3]									
8-inch	0.1	0.1	0.3	0.6	1.6	5.8	20.5	73.6	3.8
12-inch	0.0	0.1	0.1	0.3	0.2	0.8	2.3	10.2	8.6
16-inch	0.0	0.0	0.1	0.2	0.1	0.2	0.7	2.5	15.3

[1]Max Day (MDD) values calculated using on max day flows shown in Table 2-1. Peak hour (PH) values calculated as 2xMDD and assumes all systems experience a simultaneous peak hour.

[2]Calculated assuming average day flow in the Quaker Hill PWS and accounts for pipe volume. Does not consider water age entering the interconnection from the HPRWS.

[3]Values shown are representative of Route C and are conservative for Route B.

2.2.2 Pressure and Pump Station Sizing

Operating pressure for each alternative interconnection route was calculated assuming maximum day demand flow and the modeled operating max day hydraulic grade line (HGL) at each alternative connection point to the HPRWS. Route A connects to the existing 12-inch main at the intersection of Route 9 and Prospect Street upstream of the pressure reducing valve (353 ft HGL; 84 psi), Route B connects to an existing 12-inch main near the Loyal Order Moose Club and ultimately at the North Tank Site (354 ft HGL; 44 psi), and Route C connects to the existing 16-inch inlet/outlet main at the North Storage Tank (354 ft HGL; 44 psi).

Hydraulic modeling shows that the existing HPRWS is able to supply max day demands to Quaker Hill and the additional PWSs included in Table 2-1 for each route alternative with little to no impact on pressure or velocity in the HPRWS. Elevation and pressure profiles for Route A, Route A with the additional PWSs, Route C, and Route C with the additional PWSs are shown in Figures 2-2, 2-3, 2-4, and 2-5 respectively. Please note that Route B pressure profiles are not presented but are the same as Route C starting at approximately 12,500 LF. Pressure profiles show that pumping will be required to maintain positive pressure along each route. Pump stations were conceptually sited at the former Staatsburg well site parcel at 57 Reservoir Road, Hyde Park, along Route A and at the North Storage Tank parcel at 56 Hudson Drive, Hyde Park, at the beginning of Route B & C. Pressure profiles assuming pumping at these locations are include in Figures 2-2 through 2-5.

Each pump station is conceptually sized to boost water to the HGL that will maintain the existing 529 ft nominal HGL in the Quaker Hill Water System. Table 2-3 summarizes the conceptual pump station sizing criteria.

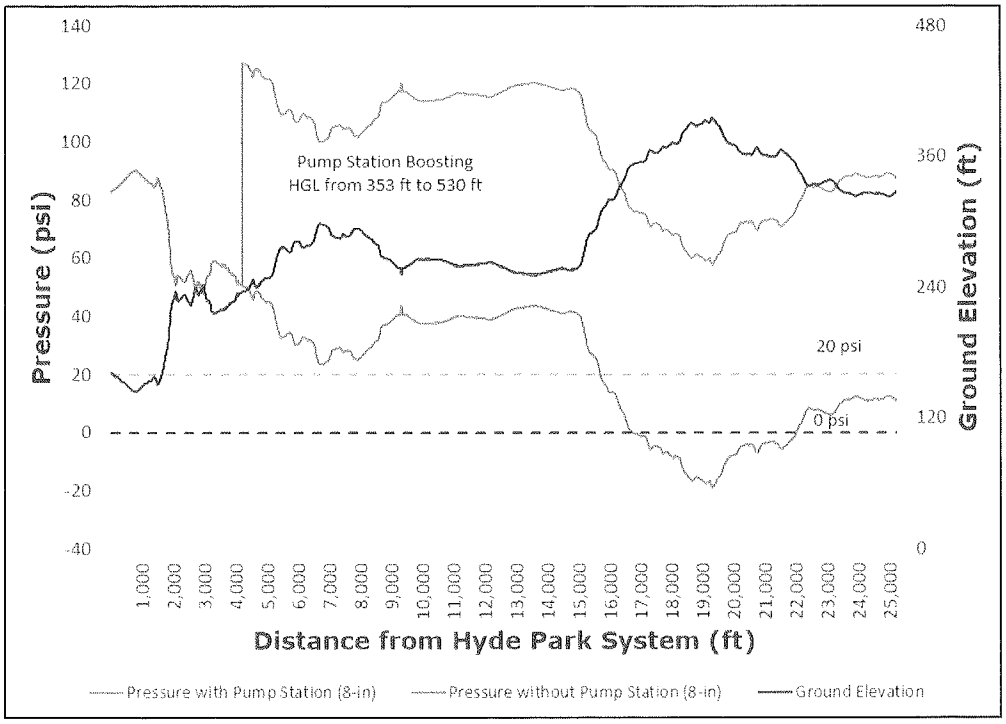


FIGURE 2-2
Route A Elevation Profile and Modeled Operating Pressure at Quaker Hill MDD

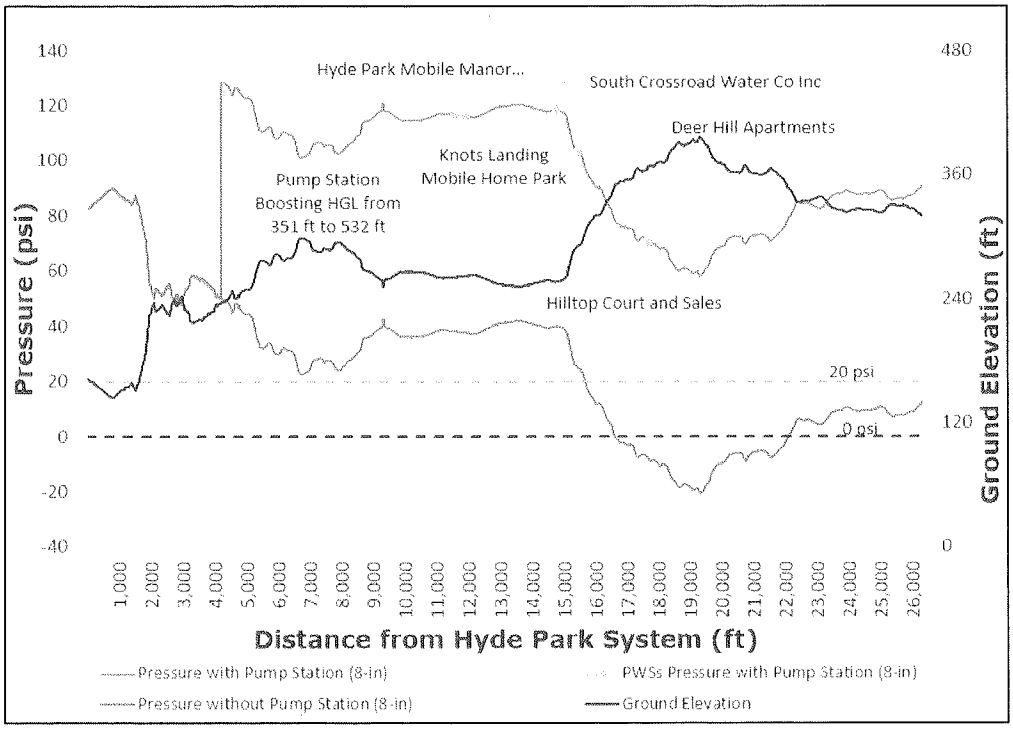


FIGURE 2-3
Route A and PWSs Elevation Profile and Modeled Operating Pressure at Quaker Hill MDD

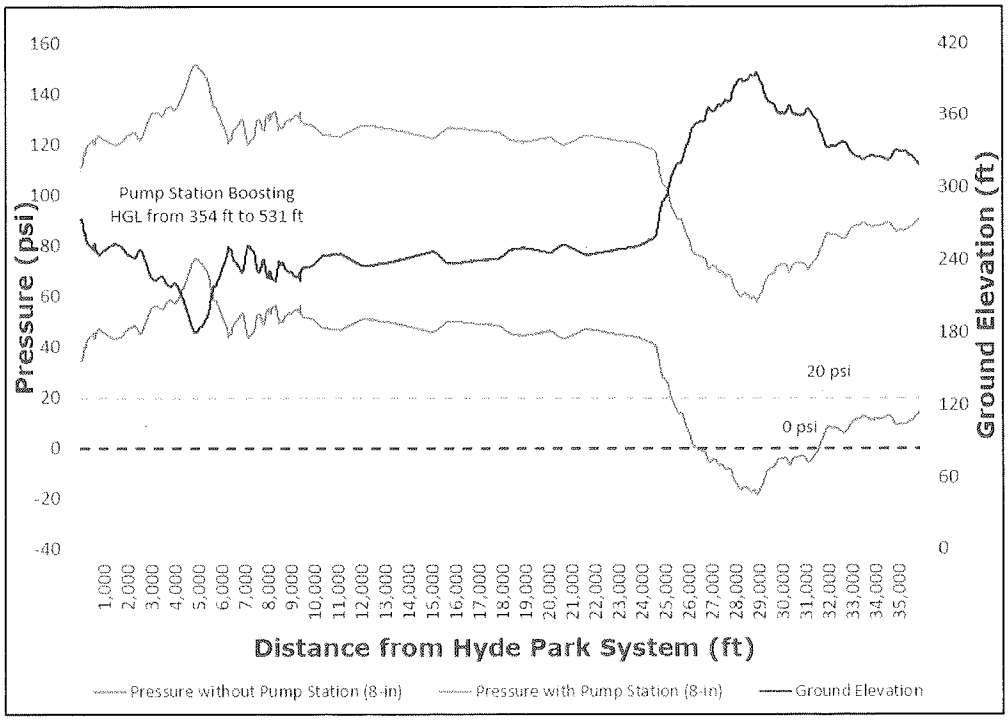


FIGURE 2-4
Route C Elevation Profile and Modeled Operating Pressure at Quaker Hill MDD

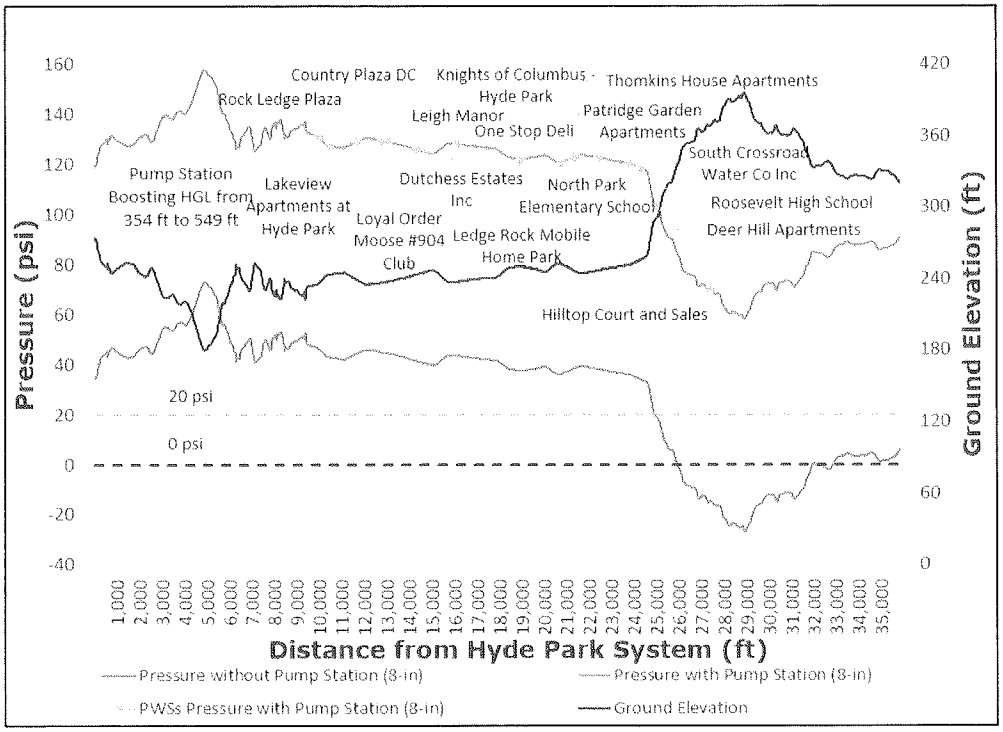


FIGURE 2-5
Route C and PWSs Elevation Profile and Modeled Operating Pressure at Quaker Hill MDD

TABLE 2-3
Modeled Interconnection Pump Station Sizing for Various Flow Conditions

Alternative	Conceptual Pump Station Sizing			
	Flow (gpm)	TDH (ft)	Suction Head (ft)	Discharge Head (ft)
Route A[3]				
ADD – Quaker Hill Only[1]	17	176	353	529
MDD – Quaker Hill Only[1]	39	177	353	530
PH – Quaker Hill Only[1,2]	78	183	350	533
ADD - Quaker Hill + PWSs[1]	58	177	353	530
MDD – Quaker Hill + PWSs[1]	121	181	351	532
PH – Quaker Hill + PWSs[1,2]	242	201	342	543
Route B & C[4]				
ADD – Quaker Hill Only[1]	17	175	354	529
MDD – Quaker Hill Only[1]	39	177	354	531
PH – Quaker Hill Only[1,2]	78	181	354	535
ADD - Quaker Hill + PWSs[1]	104	180	354	534
MDD – Quaker Hill + PWSs[1]	214	195	354	549
PH – Quaker Hill + PWSs[1,2]	428	250	353	603

[1]ADD = Average Day Demand; MDD = Max Day Demand; PH = Peak Hour

[2]Peak Hour demands modeled as 2.0 x MDD. Actual peak hour demands are unknown

[3]Route A Pump Station modeled at former Staatsburg wellfield site on Reservoir Road (El. 236 ft)

[4]Route B Pump Station modeled at existing North Storage Tank site (El. 252 ft). Values shown are representative of Route C and are conservative for Route B.

A summary of the pressures and elevations of the PWSs along Route A, Route B, and Route C are presented in Table 2-4 below. The table contains elevation, pressure, distance from the Hyde Park Interconnection, and information for each of the PWSs within Route A, Route B, and Route C. As shown in Table 2-4, the modeled pressure at some of the PWSs is excessive and may require pressure reducing valves at the services.

TABLE 2-4
Elevation and Modeled Pressure at PWS connections along Route A, Route B, and Route C

PWS ID No.[1]	PWS Name[1]	Distance from HPRWS (ft)	Ground Elevation (feet)	Pressure (psi)
Route A				
NY1310664	Hyde Park Mobile Manor Estates	11,570	261	117
NY1302161	Knots Landing Mobile Home Park	11,900	262	117
NY1302802	South Crossroad Water Co Inc	14,740	256	118
NY1321282	Deer Hill Apartments	15,540	291	103
NY1302130	Hilltop Court and Sales	17,660	368	71
NY1302797	Quaker Hill	26,300	320	91
Route B & C[2]				
NY1322658	Rock Ledge Plaza	10,020	237	131
NY1330622	Lakeview Apartments at Hyde Park	10,510	244	128
NY1321980	Country Plaza DC	11,720	239	129
NY1316574	Loyal Order Moose #904 Club	12,800	237	129
NY1330085	Knights of Columbus - Hyde Park	13,050	238	129
NY1302767	Dutchess Estates Inc	14,340	244	126
NY1302160	Leigh Manor	16,100	238	128
NY1302158	Ledge Rock Mobile Home Park	18,930	250	122
NY1330402	One Stop Deli	20,750	252	121
NY1321926	Thomkins House Apartments	21,290	247	123
NY1316165	North Park Elementary School	21,380	246	123
NY1303228	Partridge Garden Apartments	22,410	247	123
NY1316164	Roosevelt High School	23,790	251	121
NY1302802	South Crossroad Water Co Inc	24,310	256	119
NY1321282	Deer Hill Apartments	25,010	291	103
NY1302130	Hilltop Court and Sales	27,410	368	70
NY1302797	Quaker Hill	35,860	320	91

[1]Provided by Dutchess County Department of Behavioral and Community Health (DCDBCH)
[2]Values shown are representative of Route C and are conservative for Route B.

2.2.3 Interconnection Route Summary

The hydraulic evaluation of the interconnection alternatives shows that a new booster pump station will be required for each alternative route, with potential to site the Route A pump station at the former Staatsburg wellfield site and the Route B & C pump station at the existing North Storage Tank site. For each route, 8-inch water mains will be capable of providing domestic supply to the Quaker Hill System with potential for PWSs along the route to connect.

Modeling suggests that the HPRWS can provide domestic flows at both connection points with little to no impact on existing system operating conditions. Fire protection is not currently provided in the Quaker Hill System and the interconnection was not sized for fire flow capacity.

Table 2-5 summarizes the hydraulic conditions along each route. In general, elevation along Route A provides more favorable pressure conditions and is shorter resulting in lower headloss and anticipated lower capital cost. Route B, while longer and having less favorable pressure conditions (high pressure near the HPRWS), provides more opportunity to supply other PWSs, and is considerably shorter than Route C. For this reason, Route B is the recommended route.

TABLE 2-5
Summary of Alternative Interconnection Routes

	Route A	Route B	Route C
Total length (LF)	26,300	25,100	35,860
Pump station required?	Yes	Yes	
Average pressure (psi)	92	113[2]	
Max pressure (psi)	128	158[2]	
Min pressure (psi)	47	58[2]	
No. of additional PWSs that could potentially connect	5	14	16
No. of PWSs w/ PFAS Concerns[1]	0	0	2

[1]Provided by Dutchess County Department of Behavioral and Community Health (DCDBCH)
[2]Value is representative of Route C and conservative for Route B.

It is important to consider that the number of PWSs that have PFAS concerns is based upon data provided by DCDBCH which is relative to the previous MCL of 10 ppt. It is anticipated that additional PWSs may have PFAS concerns when considering the new MCL of 4 ppt.

2.2.4 Preliminary Interconnection Design

The preliminary design of Alternative No. 1 includes the following design considerations and assumptions:

- Route B interconnection layout as shown in Figure 2-1
- 8-inch HDPE DR11 water main (sized for Quaker Hill + PWS domestic flows only, not sized for fire flow)
- Water mains installed primarily via horizontal directional drilling (HDD) beneath the paved section of the ROW. Assumed quantities of HDD water main installation through different soil conditions are shown below and have been estimated based on NRCS soil mapping:
    - 12,740 linear feet through loam soils
    - 2,530 linear feet through soft rock soils
    - 9,420 linear feet through hard rock soils
- Flushing hydrants every 500 feet
- Gate valves every 1,000 feet
- No service connections at the other PWSs (Quaker Hill only)
- Replacement of 500 feet of water main within the existing Quaker Hill distribution system with new 8-inch HDPE DR11 water main

- Prefabricated booster pump station at the North Tank site
  - Installed on a concrete frost wall with spread footing foundation (assumed no deep foundation is needed)
  - Shipped fully assembled, factory pre-piped and wired
  - HVAC system included with package
  - Triplex pump arrangement with VFDs, each of the pumps sized for 50% of peak hourly demand of the Quaker Hill System plus a Jockey pump sized for 40% of the maximum day demand. The pump station will also have provisions and room for future pumps that could be added when other PWSs connect to the system.
  - Standby generator and ATS included in booster pump station package
  - Brick exterior finish
- New 3 phase electric service at the North Tank site
- Minor site grading/access improvements at the booster pump station
- Pressure sensor, PLC and cellular radio to relay pressure at Quaker Hill to the booster pump station

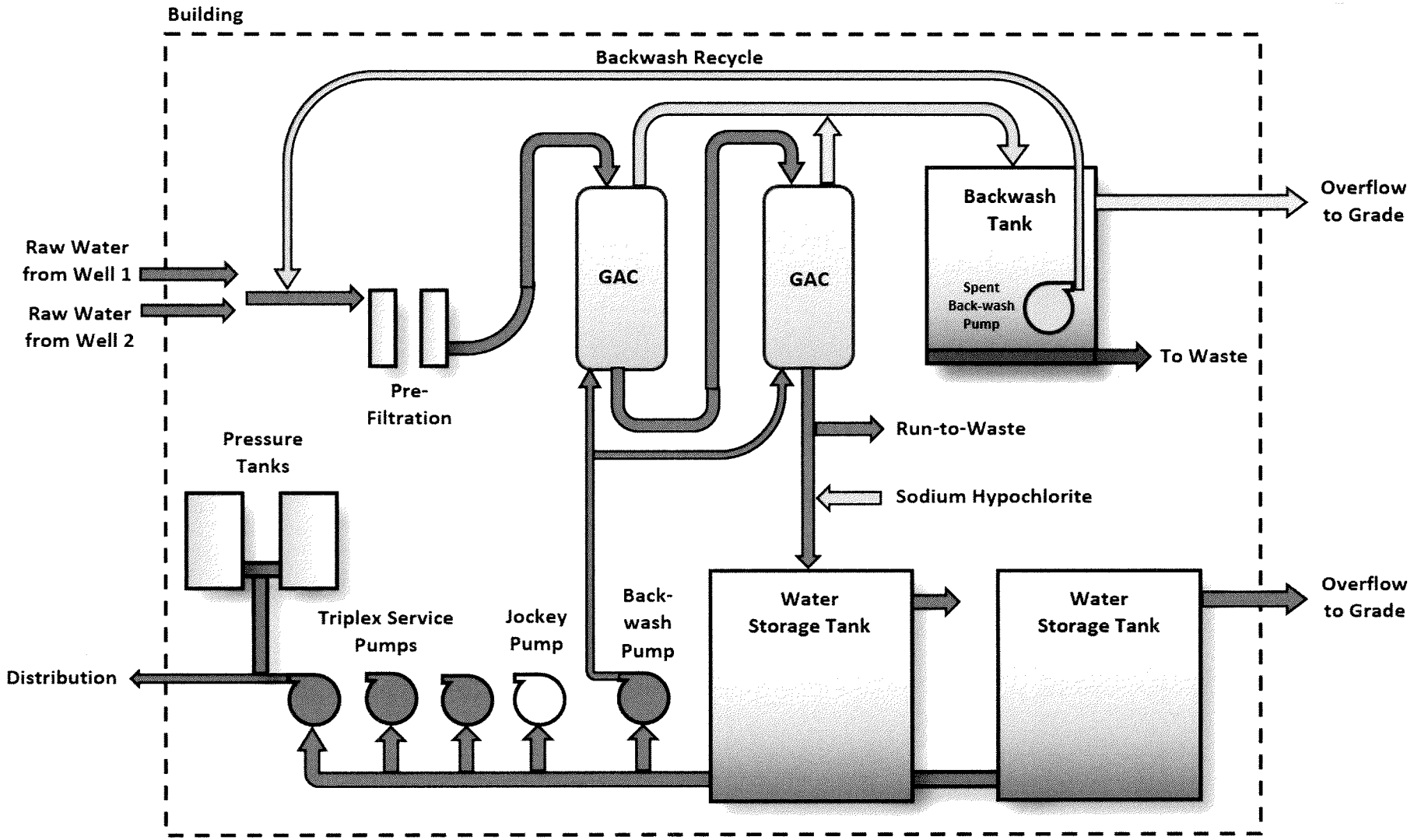
Other water main materials that could be considered include Class 52 cement lined ductile iron and C900 polyvinyl chloride (PVC) DR21 (200 psi) pipe. However, given the long length of water main, limited number of services, and to minimize disturbance and restoration costs, we believe HDPE piping installed via HDD will be the most cost effective option for the interconnection.

2.3 Alternative No. 2 – Replace Water Treatment System

As part of the alternatives analysis to address the PFOS MCL exceedance and issues with the existing Quaker Hill facilities, the replacement of the Quaker Hill Water Treatment System was considered. This alternative generally includes the following:

- New treatment building on a deep foundation
- Pre-filtration system and adsorptive media contactors for removal of PFAS
- New atmospheric water storage tanks and service pumps
- Spent backwash tank and backwash pumps
- Sodium hypochlorite feed system
- New well pumps and piping
- New instrumentation and controls
- New generator and electrical components
- HVAC and plumbing in the new treatment building
- Site improvements to protect the new facilities from flooding
- Demolition of the existing wellhouse/treatment building
- Replacement of 500 feet of water main within the existing Quaker Hill distribution system with new 8-inch HDPE DR11 water main

More details regarding the individual components are provided in the sub-sections below. A process flow diagram of the proposed system is shown in Figure 2-6.



QUAKER HILL PFOS VIOLATION REMEDY
HYDE PARK, NY

PROPOSED PROCESS FLOW DIAGRAM

DATE:	JUNE 2024
SCALE:	1" = 40'
FIGURE:	2-6

Tighe&Bond

2.3.1 PFAS Treatment

Treatment strategies for PFAS in drinking water include proven, commercially available technologies as well as emerging technologies. Commercially available technologies that have been demonstrated at full scale to reduce concentrations of PFAS in drinking water include the following:

- Granular Activated Carbon (GAC)
- Anion Exchange (AIX) resin
- Novel Sorbents (e.g., Fluoro-Sorb)
- Nanofiltration (NF) and Reverse Osmosis (RO)

GAC, AIX resin, and novel sorbents utilize adsorption through filter/contactor vessels. In general, these adsorptive media selectively remove PFAS without affecting other ionic species once the media has been flushed and conditioned. NF/RO systems utilize membrane filtration to remove all ionic species from the influent flow. While they can be designed with multiple stages to increase permeate recovery, NF/RO systems create a continuous waste stream. This is problematic in unsewered areas such as the Quaker Hill Water System. Additionally, because NF/RO membranes remove ionic species indiscriminately, they often require downstream treatment processes to restore alkalinity and mineral content for corrosion control. They also are prone to fouling and many systems require extensive upstream pre-treatment. For these reasons, NF/RO was eliminated from further consideration as an alternative.

GAC and AIX resin are both effective at removing PFAS, but have unique design, operation, and performance characteristics. GAC has been used extensively in drinking water applications for decades and is the most studied and used treatment method for PFAS systems in the United States. With GAC media, PFAS are adsorbed in the pore spaces of the media particles. Since the pore spaces aren't selective, the GAC will adsorb a variety of other contaminants, particularly organic matter, which can reduce its lifespan as adsorption sites become occupied more rapidly. In an ion exchange process, the target contaminant is exchanged with a non-toxic compound on the surface of the resin bead – for PFAS treatment it is chloride ions that are transferred to the treated water.

Novel Sorbents have gained more attention in the past 1-2 years as alternatives to GAC or AIX resin. Fluoro-sorb 200, manufactured by Colloid Environmental Technologies Company (CETCO), is a bentonite clay-based product with a surface modification making it effective at PFAS adsorption, while being more resistant to chlorine and other competing organic substances than GAC. Another novel sorbent, DEXSorb, is a corn-based media developed by Cyclopure. Although novel sorbents appear promising, there are relatively few full-scale municipal drinking water applications. A summary of the adsorptive media technologies is provided in Table 2-6.

TABLE 2-6
Summary of Adsorptive Media Technologies for PFAS Removal

	Advantages	Considerations
GAC	• Proven technology at full-scale, many successful installations • Lower unit-cost basis • Can operate as "filter-adsorber"	• Larger full scale filters, larger building footprint • Competition from background organics can reduce performance, longevity • Startup requires high rate backwashing, large rinse water volume • Breakthrough driven by short chain PFAS
AIX	• Smaller full-scale filters, smaller building footprint • More effective at removal of short-chain PFAS than GAC • No backwashing – less rinse water required for startup/conditioning than GAC (requires high-purity source water)	• Removal rate for long chain PFAS molecules is not as efficient compared to other media • Presence of DOC and organic material can impact adsorption of PFAS • Higher unit-cost basis • Cannot withstand exposure to chlorine or other oxidants
Novel Sorbents	• Potential for higher PFAS capacity than GAC • More resilient to interference from organics and other co-contaminants • Lower Empty Bed Contact Times than GAC • More resilient to chlorine than GAC	• Relatively new media with limited full-scale installations for PFAS removal

For the conceptual Quaker Hill PFAS treatment design, we have assumed a GAC system will be used. GAC media is a well-known adsorbent for organics and has been widely applied in water treatment. Although it has the largest footprint requirement due to higher empty bed contact time (EBCT) requirements, the media itself is much cheaper on a unit-cost-basis, and GAC systems are more resilient to fouling because they can be backwashed and employed as "filter-adsorbers" whereby the lead filter protects a polishing vessel from fouling agents. Furthermore, pressure vessels are now being fabricated with underdrains and distributors that make them adaptable to use of multiple media types. Thus, using a GAC system as the model for this alternatives analysis will produce a conservative estimate to which value engineering concepts may be applied in subsequent design phases.

Process selection (including GAC media selection) is typically confirmed through demonstration testing (bench or pilot testing) to account for the unique characteristics of the source water. The primary design criteria for GAC contactors are the design flow rate, EBCT - which is the time the water is in contact with the media, and surface loading rate. Backwash loading rates and durations are also important design considerations. The design conditions for the Quaker Hill GAC design are shown in Table 2-7. These design conditions are based on the AWWA WITAF 56 Technical Memorandum and Tighe & Bond's experience.

TABLE 2-7
GAC System Design Criteria

Component	Value	Units
Design Flow Rate	100	gpm
Surface Loading Rate	6	gpm/sqft
Empty Bed Contact Time (EBCT)	10	min
No. of Contactors	2	
Contactor Type	Pressure Vessel	
Vessel Configuration	Dual Stage	
Backwash Headspace	30%	
Backwash Loading Rate	12	gpm/sqft
Backwash Duration	20	min
Backwash Frequency	TBD	
No. of Backwash Cycles Stored	1	cycles

Based on the design criteria shown in Table 2-7, the Quaker Hill GAC system would consist of two GAC pressure vessels, each 6 feet in diameter with approximately 10 feet sidewall tank height. Total tank height with floor supports would be approximately 12 feet. Each vessel would contain approximately 135 cubic feet of GAC media.

The GAC contactors would be installed in a dual stage arrangement. This arrangement would allow simultaneous production during media replacement and would allow sampling between vessels to monitor breakthrough of the lead vessel. With this arrangement, the lead vessel can remain in service until the media is completely exhausted, leading to high utilization of the adsorbent media. The dual stage arrangement includes built in redundancy as either the lead or lag vessel can be removed from service without reducing the treatment flow rate. Thus, no dedicated redundant vessels would be provided.

There will be a valve tree with butterfly valves between the lead and lag contactors. The valves will be manually operated and allow for operators to switch the lead and lag vessels, isolate the lead and lag vessels, run the vessels to waste, and backwash the vessels.

2.3.2 Pre-filtration

No raw water sample data was reviewed as part of this conceptual design. However, it has been assumed that a pre-filtration system such as a bag filter or cartridge filter system will be installed upstream of the GAC contactors to prevent buildup of particulates which would cause differential pressure to increase. Raw water sampling should be performed during the final design phase to select the most appropriate pre-filtration technology. Two pre-filtration trains will be installed to allow continuous operation while the filters are being changed.

2.3.3 Sodium Hypochlorite

Sodium hypochlorite will be injected into the flow downstream of the GAC contactors for disinfection. For the conceptual design, it has been assumed that a sodium hypochlorite system consisting of the following components will be installed:

- HDPE spill containment pallet
- Polyethylene (PE) storage tank vented to the exterior
- Two diaphragm type chemical metering pumps

- PE injection tubing in a PVC containment pipe w/ retractable injection quill

It has been assumed that finished water will be plumbed close to the polyethylene storage tank to allow operators to mix the sodium hypochlorite solution. In addition, a tepid water eyewash/safety shower will also be installed near the sodium hypochlorite equipment.

2.3.4 Water Storage

In addition to meeting peak demands, having adequate storage will be important for the new treatment facility since it will provide a source of water to backwash/rinse media.

Three are three options for water storage at Quaker Hill:

- Replace the existing hydropneumatic tank
- Install atmospheric storage with pumps
- Install an elevated water storage tank

Although 10 State Standards states that hydropneumatic tanks are acceptable for very small water systems (less than 150 living units), large hydropneumatic tanks are generally considered a safety hazard and best engineering practice is to avoid large hydropneumatic tanks in system designs, when feasible.

The only property currently owned by the DCWWA that could be used for elevated storage is the treatment facility parcel which has limited room and significant geotechnical challenges. Elevated storage would likely not be cost effective due to the poor subsurface conditions at the site and would also be very visible. Therefore, we recommend that the existing hydropneumatic tank be replaced with new above grade atmospheric storage that meets 10 State Standards.

10 State Standards says that the minimum storage capacity for systems not providing fire protection shall be equal to the average daily consumption (25,000 gpd for Quaker Hill). However, 10 State Standards says that this requirement can be reduced when the source and treatment facilities have sufficient capacity with standby power to supplement peak demands of the system.

The proposed system will have standby power and reported capacity with the largest well out of service is 157,000 gpd (see Section 1.4.3). Therefore, the storage for the Quaker Hill Water System could be less than 25,000 gallons per day and still be in compliance with 10 State Standards.

As discussed in Section 2.3.5, approximately 5,000 gallons of finished water will be required for a typical backwash and more during initial backwash processing. The backwash volume should be considered in the water storage tank sizing.

Tighe & Bond recommends a minimum of 20,000 gallons of storage for the Quaker Hill Water System. We recommend the 20,000 gallons of storage is accomplished by installing two 10,000 gallon polyethylene atmospheric storage tanks. The dimensions of a 10,000 gallon PE storage tank are approximately 11'-10" in diameter and 14'-1" tall. Installing two 10,000 gallon tanks instead of a single 20,000 gallon tank will allow for the building height to be shorter and allow redundancy for when the tanks are eventually replaced.

The new atmospheric water storage tanks will be vented, have an overflow to grade, and have bulkheads for service pump suction piping. All tank appurtenances should be designed in accordance with 10 State Standards.

The existing Quaker Hill Water System has been documented to provide treatment to achieve log-4 inactivation with free chlorine based on a peak flow of 60 gpm and maintaining a 0.8 mg/L free residual at the entry point tap. The new system is anticipated to also achieve log-4 inactivation as there will be more storage, and the atmospheric storage tanks have a higher available volume factor and baffle factor compared to the existing hydropneumatic tank.

2.3.5 Spent Backwash Water Management

GAC systems require extensive backwashing and rinsing when virgin media is installed to remove fines and rinse residual metals from the media surfaces (e.g., arsenic and iron). Additionally, systems may require backwashing of the lead filter vessel if there are particulates or mineral concentrations (Fe/Mn) that precipitate out over time causing differential pressure to build. In the past, backwashing of adsorptive media contactors was discouraged because it was believed to disrupt the mass-transfer-zone, mixing "spent" media with "fresh" media and making contaminant breakthrough less predictable. This belief has been found to be invalid and GAC is often used as a filter-adsorber, where backwashing occurs more frequently to prevent differential pressure buildup. For high-purity water sources, the media may only require a low-rate backwash annually or semi-annually to "fluff" the bed. A more thorough review of the raw water quality is necessary to estimate the degree to which backwashing will be required at the Quaker Hill Water System.

At a minimum, extensive backwashing will be required any time new media gets installed. As shown in Table 2-7, the anticipated backwash rate of each pressure vessel is as high as 12 gpm/sqft (depending on water temperature). This equates to a backwash flow rate of 236 gpm. Backwashing at 236 gpm for 20 minutes equates to a backwash volume of approximately 4,800 gallons per backwash. The backwash is then followed by rinsing/conditioning step, which is described in more detail in Section 2.3.13.

If routine backwashing (say monthly) will be required, integrating a spent backwash water storage tank and recycling system will reduce lost water and simplify operations. Accounting for freeboard within the tank, a nominal spent backwash storage volume of 6,000 gallons is recommended for such a system. We have assumed the spent backwash storage tank will also be a PE tank. The dimensions of a 6,000 gallon PE storage tank are approximately 10'-0" in diameter and 12'-1" tall.

In some cases, backwash and rinse water may be directed to a dewatering filter bag where it is allowed to permeate and discharge over the ground surface. This is unlikely to be permitted for Quaker Hill due to its proximity to surface water and wetlands. Therefore, either a permanent spent backwash water tank as described in this section must be installed or operators must coordinate for a frac tank to collect and haul the backwash water away.

Note that the backwash water should not have any dissolved PFAS compounds since they will have adsorbed to the media. The fines, however, will need to be disposed of in accordance with local, state, and federal regulations. These can typically be collected as part of the spent media extraction process by the GAC supplier.

At present, there are no wastewater regulations for PFAS and most sewered systems allow the discharge from frac tanks into their system as it represents a small fraction of their rated capacity and domestic flows.

The spent backwash tank would be vented, have an overflow to grade, a drain valve, and a lid to allow for periodic removal of accumulated media. A submersible pump will be installed inside the spent backwash tank and suspended approximately 18 inches above the bottom. The submersible pump will recycle the decant water to the head of the treatment system.

2.3.6 Pumping

The head condition for the well pumps will change since they will no longer be pumping into the hydropneumatic tank but will be pumping though the pre-filtration system and the GAC vessels to the atmospheric storage tanks. Because of the change in head condition and since the existing well pumps are beyond their useful life, we recommend replacement of the existing well pumps, discharge piping, and electrical wires and controls.

New service pumps will be required to pump the water from the atmospheric storage tanks into the distribution system. The pumps will be controlled to maintain pressure within the distribution system. We anticipate the use of two 500 gallon air bladder pressure tanks, triplex service pumps with variable frequency drives (VFDs), and a jockey pump to handle low flow conditions in the system.

As discussed in Section 2.3.5, a submersible pump will be installed inside the spent backwash tank and suspended approximately 18-inches above the bottom. The submersible pump will recycle the decant water to the head of the treatment system.

2.3.7 Instrumentation & Control

All new instrumentation and controls should be provided for the Quaker Hill Water System. The anticipated new instrumentation includes:

- Individual well level monitoring transducers
- Individual well flow meters
- Pressure gauges/switches to monitor headloss through pre-filtration system and GAC vessels
- Water storage tank level sensors
- Backwash tank level sensor and backwash flow meter
- Sodium hypochlorite tank level sensor
- Finished water flow meter
- System pressure sensor
- Door security switches
- Pump controls
- Control panel
- Chlorine analyzer
- Security cameras

2.3.8 Water Treatment Building

Based on the subsurface conditions expected at the site (see Section 1.2.2), the following are critical geotechnical considerations for construction at the site. Additional subsurface explorations are needed as design advances.

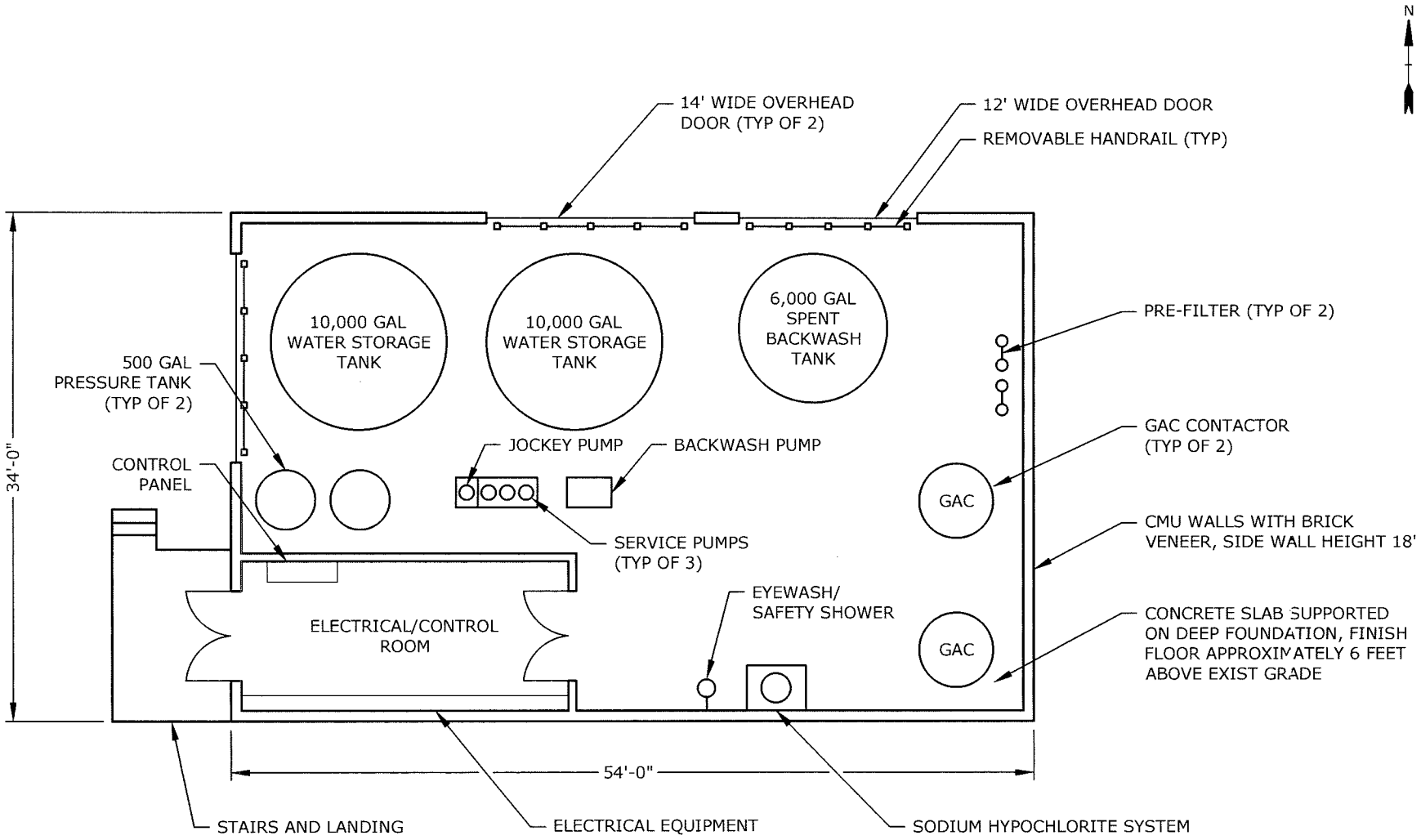
- Subsurface conditions are unsuitable for support of the proposed treatment building and tank/generator pad on conventional shallow soil-supported foundations. These structures should be supported on deep foundations. The treatment building should be supported on deep foundations with associated pile caps, grade beams and a structural slab. Deep foundations should be piles bearing on the dense gravelly sand with silt or underlying bedrock at around 41 feet bgs.
- Piles could consist of driven timber piles or steel H-piles, or other suitable pile types. It is expected that the building loads will be relatively low and therefore timber piles are expected to be an effective pile type.
- Limited subsurface information and laboratory testing is available for evaluation of the existing organics layer with respect to estimating settlements at the site. However, the available data suggests that compression of the organics on the order of 10 inches could occur as a result of placement of 3 feet of fill across the site for raising site grades. Similarly, placement of 1 foot of fill across the site could result in settlement on the order of 4 inches. Therefore, placement of fill at the site should be minimized to the extent possible.
- However, since placement of fill at the site will be necessary to provide dry access during a flood event, an approach than can be considered is to surcharge the site with a preload. The preload would generally consist of placement of fill across the site to some elevation above the planned finished grades (fill to 2 feet above the proposed finished grade, for example), settlements resulting from the fill would be monitored, and then once settlement monitoring indicates that settlements reached asymptotic conditions, the additional fill could be removed from the site to the target finished grades. Additional information would be needed to estimate the duration of preloading, but generally it would be expected that the surcharging program would require multiple months to consolidate the organics.
- It should be expected that long-term settlement from the organics will occur as a result of secondary compression and organics degradation, whether or not additional fill is placed over the site. The magnitude of settlement from secondary compression and organics degradation is not known, but it is anticipated that approximately 1 to 2 inches of settlement would occur over 30 years.
- Installation of utilities through areas underlain by organics should consider the effects of long-term settlements.

Based on the geotechnical considerations discussed above, we recommend that the new treatment building is supported by a deep foundation bearing on the dense gravelly sand with silt or underlying bedrock at around 41 feet bgs. The deep foundation will be designed to support the new loads inside the water treatment building including the water storage tanks, spent backwash tank, GAC vessels, and the building structure itself. We also recommend that the propane tanks and generator are installed on a concrete pad supported by a deep foundation. Schematic phase design for the treatment building and equipment pad foundations includes the following:

- Timber piles spaced at 9 ft oc (+/-) throughout the treatment building footprint and exterior equipment pad (47 total piles)
- Reinforced concrete for pile caps/grade beams, foundation walls, and reinforced slab
- Backfill interior of the building 5 feet in height
- Exterior grade beams to 4 feet below exterior grade, consisting of 2.5 ft wide, 2 ft height beams
- Exterior walls exposed up to 6 ft above exterior grade, total height 8 ft (6 ft above grade, 2 ft below grade to top of grade beam), 1.5 ft thick
- Interior grade beams 2 ft thick, 2.5 ft wide
- Slab assumed 12 inches thick
- Exterior equipment mat 2.5 feet thick
- Volume of soil backfill interior of building to achieve elevated floor slab equal to building footprint x 5 ft fill height (6 ft filling less 1 ft thick slab)

We anticipate that the finished floor elevation (FFE) of the new treatment building will be approximately 6 feet above the FFE of the existing treatment building for compliance with 10 State Standards to protect the system from flooding. An aluminum staircase and landing will be provided for access into the building with double man doors. Overhead coiling doors will be located on the west and north sides of the building to facilitate future equipment removal. Removable guardrails will be installed on the interior side of the overhead door openings to meet safety requirements for fall protection.

Figure 2-7 shows a conceptual layout of the system components and size of the building. As shown in Figure 2-7, the preliminary building size is 34' X 54' with a 18' side wall height. The building superstructure will consist of concrete masonry unit (CMU) walls with a 4-inch masonry veneer. The cavity walls will be designed and detailed to meet the in-force energy code requirements. A gabled roof will be constructed of timber roof trusses with asphalt shingle roofing. We anticipated one interior room for electrical/controls and storage space.



0 10' 20'

SCALE: 1" = 10'

QUAKER HILL PFOS VIOLATION REMEDY
HYDE PARK, NY

PRELIMINARY WATER TREATMENT BUILDING LAYOUT

DATE:	JUNE 2024
SCALE:	1" = 10'
FIGURE:	2-7

Tighe&Bond

2.3.9 Site Improvements

Figure 2-8 shows the preliminary site layout. As shown, the proposed building would be located south of the existing wellhouse/treatment building and the generator and propane tank equipment pad would be located west of the existing treatment building. Clearing and grubbing will be required for construction of the building and other site improvements.

The existing generator and propane tank will need to be temporarily relocated during construction. The existing treatment building and components will need to be maintained during construction until the new system is commissioned. The new treatment building is to be located far enough from the existing building to provide sufficient room for construction, while also maintaining access to the existing wellhouse/treatment building. The existing hydropneumatic tank, treatment building, and generator/propane tank will be demolished once the new system is commissioned.

To provide dry access to the treatment building entrance during a flood event, the access drive approaching the west side of the treatment building will need to be raised approximately 2-3 feet. This will require fill and preloading as discussed in Section 2.3.8. Since the north side of the building does not need to be accessed during a flood event, we anticipate that the grade will slope down to the north to approximately match existing grades. Therefore, the finished floor elevation on the north side of the building will be approximately 5-6 feet above finished grade. This will minimize the amount of fill and preloading that is required.

The access drive in the ROW will be widened to a minimum of 15 feet for equipment access. The finished surface for the access drive and area around the treatment building will be paved as shown in Figure 2-8.

The generator and propane tank mat will be at grade with individual equipment pads to elevate the generator and propane tanks at least 3 feet above the FFE of the existing water treatment building to protect from flooding. Bollards will be installed to protect the equipment from accidental vehicle strikes.

Existing Well No. 1 and Well No. 2 will need to be tied over to the new treatment building one at a time once the new system is ready for start-up. The finished water from the new treatment building will connect to the existing 6-inch water main below the access drive and the old water main going to the existing wellhouse/treatment building will be capped and abandoned. We recommend flexible pipe connections at wall penetrations through the new treatment building foundation due to the potential long term settlement of the fill around the treatment plant as discussed in Section 2.3.8.

Other miscellaneous site improvements include the following:

- Security fencing and gates
- Tree trimming along the access road
- Water storage tank overflows and filter-to-waste lines run to a rip rap apron towards Fall Kill Creek
- Replace Well No. 1
- Extending the well casing for Well No. 2 with new pitless adapter
- Concrete secondary containment pad for spill containment during media changeout



NOTES

1. FINISHED FLOOR ELEVATION (FFE) OF NEW TREATMENT BUILDING SHALL BE APPROXIMATELY 6 FEET ABOVE FFE OF EXISTING TREATMENT BUILDING. ACCESS DRIVE SHALL BE RAISED APPROXIMATELY 2-3 FEET ABOVE EXISTING GRADE ALONG WEST SIDE OF PROPOSED TREATMENT BUILDING TO PROVIDE ACCESS DURING FLOOD EVENT, SLOPE GRADE AWAY FROM NEW TREATMENT BUILDING IN ALL DIRECTIONS TO PROVIDE POSITIVE DRAINAGE.

0 40' 80'

SCALE: 1" = 40'

QUAKER HILL PFOS VIOLATION REMEDY
HYDE PARK, NY

PRELIMINARY SITE LAYOUT

DATE:	JUNE 2024
SCALE:	1" = 40'
FIGURE:	2-8

Tighe&Bond

2.3.10 Process Piping

The well discharge piping from Well No. 1 and Well No. 2 will enter the new treatment building and transition to Schedule 80 PVC piping. It is assumed that all interior process piping will be Schedule 80 PVC and that the piping will be supported through a combination of ground, wall, and overhead supports.

The process piping following the service pumps will transition to ductile iron before leaving the building and eventually connecting to the existing 6-inch water main. Sample taps will be installed at various locations in the process piping between the different process components.

2.3.11 HVAC, Plumbing, and Electrical

Electric unit heaters will maintain space temperature in the proposed treatment building. A dehumidifier will operate based on incoming water temperature to reduce condensation on surfaces. The building will be ventilated intermittently with 0.25 cfm/sqft during winter and 1cfm/sqft during summer. A programmable timeclock will enable the system twice daily to flush out potential build-up of chemical fumes. A manual switch allows operation in continuous ventilation mode if needed. The heating system will be sized to maintain space temperature during winter at low airflow operation only.

An emergency eyewash and safety shower will be installed near the chemical system. Code requires tempered water for emergency fixtures to be between 60°F and 100°F. A condensing tankless propane fired water heater will provide sufficient water in this temperature range. Propane for the water heater and a standby generator will be stored in two (2) 1000 gallon above ground tanks. The tanks shall be monitored by the supplier to assure fill levels are maintained at 60% during periods below +10°F. This fill level is required to provide sufficient evaporation down to -5°F.

To support the building loads during a loss of normal power, a 60kW propane generator with a 260A ATS and a propane tank will be provided.

A new electric service is required for the treatment building. We have assumed that a new underground electric service will be installed for the new building and the old service will be removed. The conduits for the new service will be horizontal directional drilled (HDD) beneath the wetland to avoid the maintenance issues with the existing overhead utilities (see Section 1.4.3).

The new electrical service will be a 250A, 208V 3PH to support the mechanical loads, required building HVAC, lights, and receptacles. A new electrical meter, 250A service entrance-rated enclosed circuit breaker, and panelboard will be installed for the building loads. A motor control/SCADA panel will be provided for the new well pumps, treatment system, and associated instrumentation. Motor starter/disconnect will be provided for motor loads not supported from a VFD.

2.3.12 Waste Generation and Removal

Exhausted GAC media will be saturated with PFAS. Bulk GAC can be reactivated by the media supplier through thermal treatment at high temperatures to remove and destroy adsorbed contaminants. This reactivation process restores the media's adsorptive capacity. However, this process will not remove all the compounds and will not destroy the PFAS compounds; therefore, reactivation is not appropriate for GAC utilized for PFAS

removal. Thus, the spent GAC from the Quaker Hill Water System will need to be periodically removed and replaced with virgin GAC.

Disposal alternatives for spent GAC include disposal by reactivation for industrial reuse (media suppliers may not accept the low volumes of GAC required for small systems), incineration, and landfilling. The cost of each disposal method depends on the proximity to disposal sites and volume of material. Disposal costs can be a significant operation cost for GAC treatment systems.

On April 19, 2024, the EPA finalized a rule which designates PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund. The designation is expected to limit the disposal sites willing to accept spent GAC media.

Many GAC suppliers have incineration/regeneration facilities capable of PFAS destruction and incorporate the cost for disposal in their estimates. We will confirm that unit-cost quotations used for media purchase/replacement reflect the additional expense for disposal. If the quotes do not reflect the disposal cost, we will estimate the cost to dispose at a landfill.

There will be a small quantity of GAC that accumulates in the bottom of the spent backwash tank. This media should be removed annually or semi-annually. The pre-filtration filters will need to be changed regularly and properly disposed of. There are no other anticipated waste streams.

2.3.13 GAC Start-up Considerations

There are a few aspects of starting up GAC systems that should be discussed, including:

- Soaking requirements
- Backwash requirements
- Forward Flow Media Conditioning
    - pH Adjustment Period
    - Arsenic Flush
- Disinfection

Soaking Requirements

When new GAC is added to a vessel it is relatively dry and void spaces and pore spaces are filled with air. Soaking allows the water to diffuse into the voids and pores and displace the entrained air. Because GAC surfaces are hydrophobic, it takes a reasonably long time to wet the carbon pores and displace the air. Soaking times depend on ambient temperatures and specifics of the carbon media but generally soaking requires about 48 to 72 hours. The vessel should be slowly filled in upflow mode to begin the soaking period and then let the water sit in the vessel. Raw water can be used for soaking.

Backwash Requirements

After soaking, the GAC media needs to be backwashed to displace all the entrapped air, remove carbon fines, and stratify the bed. Stratification allows the larger carbon particles to settle to the bottom of the vessel and provide vertical particle size distribution.

Recommended backwash procedures upon start-up vary from vendor to vendor but generally include a slow ramp-up period, a full rate backwash period, and a ramp down period. This initial backwash procedure is longer than the typical operating backwash procedure. The backwash water can be captured in frac tanks and hauled away, captured then recycled, discharged to a pre-treatment and sediment control system for conveyance to ground surface, or a combination thereof.

In the treatment system described above, we have assumed a spent backwash storage and recycle system. If review of raw water data suggests that backwashing is not routinely required and only performed during media changeouts, the design could be modified to eliminate the spent backwash tank from the design and use the other approaches described above.

Forward Flow Media Conditioning

GAC media will create high pH conditions and can leach some trace metals (arsenic, iron) for periods after initial soaking. Operators must run the system in forward flow "filter-to-waste" mode at the design flow rate for a significant amount of time until field measurements and/or laboratory samples indicate the water meets drinking water standards. The following sections provide a basis for how to address the two primary parameters of concern – pH and arsenic.

pH Adjustment Period

The start-up of GAC systems often exhibit unacceptable increases in pH, often above 10 standard units (SU). The pH of the forward flow effluent can be elevated above allowable drinking water standards for 50 to 500 bed volumes. One bed volume for the proposed Quaker Hill GAC vessels is approximately 135 cubic feet or about 1,000 gallons. Therefore, the pH adjustment period for each GAC vessel may take anywhere from 50,000 to 500,000 gallons. The pH, while high for drinking water purposes, poses relatively little threat to vegetation and can be discharged to ground where space is available and where permitted to do so. A riprap apron, sediment dewatering bag, or other methods can be used to prevent erosion and limit environmental impacts.

We have assumed that a "filter-to-waste" line will discharge to grade at a rip rap apron towards Fall Kill Creek during the pH adjustment period. This outfall will be subject to a NYS DEC State Pollutant Discharge Elimination System (SPDES) permit, and we have assumed that neutralization will be required before discharging to grade. The filter-to-waste procedure during the pH adjustment period may require a standard operating procedure to waste at a slow flow rate to prevent localized flooding due to the poorly draining nature of the area.

If the outfall is not permittable, then frac tanks will need to be used until the pH has dropped to acceptable levels. Frac tanks would be a significant operational cost since we are anticipating anywhere from 50,000 to 500,000 gallons. A full size frac tank is approximately 20,000 gallons which means anywhere from 3 to 25 frac tanks would be required during the pH adjustment period for each vessel.

Arsenic Flush

Most GAC media contains some arsenic. As such, when GAC media is placed on-line, there is a high likelihood that leachable arsenic present on the activated carbon surface can be transferred to the liquid and end up in the drinking water. Thus, a flush of the GAC to waste is often required. The arsenic levels are usually reduced in a much lower number of

bed volumes (20 to 100 BVs) compared to the number of bed volumes required during the pH adjustment period. Therefore, storing the initial flush (e.g., first 20-50 BVs) with the remaining flushed water can lead to concentrations that fall below enforceable limits. This can be achieved through a large frac tank or equalization tank for collecting the first 20-50 BVs of water, then running to ground for the rest of the rinse/conditioning period until pH stabilizes.

Alternatively, GAC manufacturers are now producing pre-rinsed products with much lower residual arsenic concentrations to address this problem. These products (e.g., Calgon Filtrasorb®-01) are pre-treated and have effluent arsenic concentrations below 2 ppb immediately upon startup. They do, however, carry a cost-premium over conventional coal-based GAC products.

For the operational cost estimate presented in Section 2.6, we have assumed that standard (not pre-rinsed) GAC media will be used and up to three frac tanks will be needed to capture the initial flush.

Disinfection

Disinfection of empty adsorption vessels, piping, and other equipment should be achieved through chlorination through standard AWWA procedures.

After the GAC is installed, soaked, backwashed, and flushed as described above, the system needs to be checked for the presence of bacteria via a rinsing procedure before being placed into service. Rinsing should be performed at the design flow rate that corresponds to an EBCT of 10 minutes. Two bacteriological samples shall be collected from the GAC effluent after the rinsing period.

If the vessel fails the bacteriological tests, it will require disinfection using sodium hydroxide. The vessel will need to be retested until disinfection is successful.

2.4 Alternative No. 3 – No Action

The "no action" alternative means that no improvements are made at the existing water treatment plant and that no interconnection to the Hyde Park Regional Water System will be installed. The no action alternative is unacceptable as it does not address the notice of violation or public health risks associated with PFAS as noted in Section 1.5 of this report.

2.5 Phase 2 – Quaker Hill Distribution System Improv.

Due to the poor water main installation practices including shallow depth of installation and lack of pipe bedding, the Quaker Hill water system continues to experience a significant number of water main failures that are difficult to locate and repair. Based on the reported installation conditions and the history of water main failures, water main failures are likely to continue if the condition is not addressed.

As per the 2014 Report, installation of customer water meters to quantify actual customer usage is still recommended and will be useful in determining the actual volume of lost water in the system. Therefore, we recommend the following distribution system improvements are implemented for the Quaker Hill Water system as Phase 2, after the PFAS violation is addressed:

- Installation of new 8" HDPE water mains for the entire system
- New flushing hydrants, valves, and air releases
- Re-connect all services
- Flow meters for each service connection

2.6 Opinion of Probable Cost

2.6.1 Cost Estimate Approach

Conceptual opinions of probable costs (OPC) have been prepared for each of the viable alternatives discussed in Section 2.2 and 2.3. The opinion of probable cost includes the following components:

1. **Construction Cost:** The budgetary cost estimates are based on Class 4 level construction cost estimates, as defined by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practices and Standards. According to AACE International Recommended Practices and Standards, the estimate class designators are labeled Class 1, 2, 3, 4, and 5, where a Class 5 estimate is based on the lowest level of project definition and a Class 1 estimate is closest to full project definition and maturity. The end usage for a Class 4 estimate is a conceptual study. The expected accuracy range of a Class 4 estimate is between +40% and -25%. The level of project definition for a Class 4 estimate is between 1% and 15%. The costs include overhead and profit, equipment costs, demolition/removal of existing equipment (if applicable), temporary provisions (if applicable), facilities and bypasses (if necessary, to complete the work), property acquisition (if applicable), easements, and costs regarding installation and start-up of improvements. This cost also includes a 5% mobilization/demobilization cost factor, and a contractor general conditions cost factor of 15% of the construction subtotal.

   The costs are based upon recently completed project bid forms, quotes from equipment manufacturers/vendors, and data contained in R.S. Means Construction Cost Data.

2. **Engineering (20%):** A 20% contingency has been applied to the estimated construction costs for the engineering fees. The 20% for engineering fees can generally be broken down further as: Engineering Design (8%) and Construction Administration/Observation (12%).

3. **Contingency (30%):** A 30% general contingency has been applied to the estimated construction costs. This contingency is in-line with the current level of project definition.

4. **Escalation (4%/year):** A 4% per year cumulative escalation has been applied to the estimated construction costs. This escalation accounts for changes in construction costs from the time this estimate was developed (2024) to the time the project is anticipated to be constructed (2027).

5. **Total Project Costs:** The total project costs are the sum of the construction costs, engineering costs, contingency, and escalation.

2.6.2 Total Project Costs

Table 2-8 summarizes the opinion of probable cost for Alternative No. 1 and Alternative No. 2. The detailed OPCs for each alternative are provided in Appendix C.

TABLE 2-8
Alternative No. 1 & 2 Opinion of Probable Cost

Item	Alternative No. 1	Alternative No. 2
Construction Cost	$12,881,100	$4,886,000
Engineering (20%)	$2,576,300	$977,200
Contingency (30%)	$3,864,400	$1,465,800
Escalation (4%/year for 3 years)	$1,609,900	$612,000
Opinion of Probable Cost	**$20,931,700**	**$7,941,000**

Table 2-9 summarizes the opinion of probable cost for the recommended Phase 2 Quaker Hill distribution improvements. Please note that the escalation for the Phase 2 improvements has been escalated to 5 years instead of 3 years as they are expected to be completed after the PFAS violation remedy. The detailed OPC for the recommended Phase 2 improvements is provided in Appendix C.

TABLE 2-9
Phase 2 Opinion of Probable Cost

Item	Cost
Construction Cost	$6,494,600
Engineering (20%)	$1,299,000
Contingency (30%)	$1,948,400
Escalation (4%/year for 5 years)	$1,411,400
Opinion of Probable Cost	**$11,153,400**

2.6.3 Annual Operation & Maintenance Costs

Table 2-10 presents a summary of the probable annual operation and maintenance (O&M) costs for Alternative No. 1 and Alternative No. 2. The opinion of probable O&M costs includes the annual operation and maintenance costs for the interconnection and booster pump station for Alternative No. 1 and the new treatment system for Alternative No.2 as well as administrative costs, short-lived assets, and a 30% contingency. These probable annual O&M costs presented in Table 2-10 are in 2024 dollars. A detailed opinion of probable annual O&M costs for each alternative are provided in Appendix C.

TABLE 2-10
Alternative No. 1 & 2 Opinion of Probable Annual O&M Cost

Alternative	Cost
Alternative No. 1	$112,500
Alternative No. 2	$230,800

2.6.4 Annual Debt Service

The Drinking Water State Revolving Fund (DWSRF) program can provide either low-interest loans or interest-free loans and/or grant/principal forgiveness for project financing. To qualify for interest-free financing, called hardship financing, the municipality must:

- Have a population of less than 300,000
- Meet at least one of the following criteria:
    - Have a Medium Household Income (MHI) as defined by the U.S. Census Bureau's American Community Survey 5-year estimate of data less than 80% of the regionally adjusted statewide MHI, or
    - If the MHI of the municipality is between 80% and less than 100% of the regionally adjusted statewide MHI, then the poverty rate of the municipality must be greater than the statewide poverty rate of 10.4%, or
    - At least 50% of the project cost or project scope must serve, protect, or benefit an identified PEJA

The population is less than 300,000 and therefore the first criteria is satisfied for both alternatives. The regionally adjusted MHI for Dutchess County is $86,977; 80% of this is $69,582. The Town of Hyde Park MHI (from the 2021 American Community Survey 5-year estimate) is $78,725. Therefore, the MHI is between 80% and 100% of the regionally adjusted statewide MHI. However, the Town of Hyde Park poverty rate is 8% (from the 2021 American Community Survey 5-year estimate) which is less than the statewide poverty rate of 10.4%. Additionally, Alternative No. 2 does not benefit a PEJA. Alternative No. 1 does benefit one PEJA but it is estimated that less than 50% of the project cost/scope would benefit the PEJA.

Given the scope of the proposed alternatives, it is likely that the project would not meet hardship financing criteria for disadvantaged communities. However, there are Water Infrastructure Improvement Act (WIIA) grants available for drinking water projects addressing an emerging contaminant above the state determined MCL which may be awarded 70% of the total net eligible project costs with no maximum cap. Therefore, to estimate the annual debt service, we have presented two scenarios: no grant funding and 70% grant funding as shown below in Table 2-11 and Table 2-12. Alternative No. 1 (Table 2-11) also shows the cost per Equivalent Dwelling Unit (EDU) with Quaker Hill users only and assuming all potential PWSs connect to the system.

TABLE 2-11
Alternative No. 1 Annual Debt Service Estimate

	No Grant Funding		With 70% Grant Funding[1]	
Item	**QHW Users Only**	**QHW Users & All PWS Users**	**QHW Users Only**	**QHW Users & All PWS Users**
Opinion of Probable Cost	$20,931,700	$20,931,700	$20,931,700	$20,931,700
Grant Amount	$0	$0	$14,652,200	$14,652,200
Amount to be Financed	$20,931,700	$20,931,700	$6,279,500	$6,279,500
Annual Debt Service Payment[2]	$1,210,482	$1,210,482	$363,144	$363,144
Total Number of Potential EDUs[3]	110	847	110	847
Annual Debt Service per EDU	$11,004	$1,429	$3,301	$429

[1]Maximum WIIA Grant amount calculated as 70% of project cost

[2]Based on a low-interest loan of 4% for 30 years

[3]No. of EDUs for QHW = No. of services. PWS EDUs based on ADD from DCDBCH divided by 164 gpd/EDU.

TABLE 2-12
Alternative No. 2 Annual Debt Service Estimate

Item	No Grant Funding	With 70% Grant Funding[1]
Opinion of Probable Cost	$7,941,000	$7,941,000
Grant Amount	$0	$5,558,700
Amount to be Financed	$7,941,000	$2,382,300
Annual Debt Service Payment[2]	$459,229	$137,769
Total Number of Potential EDUs[3]	110	110
Annual Debt Service Payment per EDU	$4,175	$1,252

[1]Maximum WIIA Grant amount calculated as 70% of project cost

[2]Based on a low-interest loan of 4% for 30 years

[3]No. of EDUs for QHW = No. of services.

Table 2-13 provides a summary of the estimated debt service payment per EDU. As shown in Table 2-13, Alternative No. 1 with 70% grant funding and assuming all PWS users has the potential for the lowest debt service payment per EDU.

TABLE 2-13
Annual Debt Service Estimate Summary

Item	No Grant Funding[2]	70% Grant Funding[1]
Alternative No. 1 - QHW Users Only	$11,004	$3,301
Alternative No. 1 - QHW Users + All PWS Users	$1,429	$429
Alternative No. 2	$4,175	$1,252

[1]Maximum WIIA Grant amount calculated as 70% of project cost

[2]Based on a low-interest loan of 4% for 30 years

2.7 Non-Monetary Factors

Non-monetary factors such as environmental impacts, availability for future connections, service for PEJAs & DACs, sustainability considerations, permitting, and public perception for each alternative should also be considered. Each of these items are briefly discussed in this Section.

Environmental Impacts

Alternative No. 1 is anticipated to have minor environmental impacts since the new water mains will primarily be installed within existing road rights-of-way and the booster pump station will be installed at the North Tank site which is already disturbed.

Alternative No. 2 will have more significant environmental impacts due to construction of the new treatment building and site improvements within the wetland. Vegetation will need to be cleared and grubbed within the wetland as well as fill brought into the site. Some wetland area will be lost as a result of this alternative. The tank overflow and filter-to-waste line will also discharge to Fall Kill Creek periodically during operations.

Availability for Future Connections

Alternative No. 1 has the potential to connect 14 other PWSs. Although the other PWSs currently do not have known elevated levels of PFAS, it is important to consider that the number of PWSs that have PFAS concerns is based upon data provided by DCDBCH which is relative to the previous MCL of 10 ppt. It is anticipated that additional PWSs may have PFAS concerns when considering the new MCL of 4 ppt.

In addition, the DCDBCH has indicated that several of the other PWSs would heavily benefit from connection to the HPRWS due to other issues such as poor water quality, poor system management, system violations, etc. Although there are 14 PWSs currently identified that could potentially connect, the water main covers a significant distance along a developed road (Route 9G) and would provide the opportunity for additional service connections in the future.

Alternative No. 2 will serve the Quaker Hill Water System but there are no opportunities for other connections.

Service for PEJAs & DACs

Alternative No. 1 has the potential to serve the PEJA north of Fall Kill Road (see Section 1.2.5) including one PWS that is within the PEJA which is referred to as Hill Top Court and Sales (NY1302130). Alternative No. 2 does not have the potential to serve any PEJAs.

Alternative No. 1 has the potential to serve several PWSs within the disadvantaged community (DAC) including the Loyal Order Moose Club (NY1316574), the North Park Elementary School (NY1316165), the Roosevelt High School (NY1316164), and the South Cross Road Water Co. (NY1302802).

Sustainability Considerations

Alternative No. 1 is expected to have a lower carbon footprint as compared to Alternative No. 2. Alternative No. 1 has less pumps, a smaller building to heat, will have less waste generated (no GAC media waste), etc.

Permitting

Alternative No. 1 will require local and state highway work permits for installation of the water mains within the public road right-of-way. It will also require a NYSDEC Joint Application Submission for an Article 24 Freshwater Wetland Permit.

Alternative No. 2 will require a much more involved permitting process and is anticipated to require a NYSDEC Joint Application Submission for an Article 24 Freshwater Wetland Permit and NYS DEC State Pollutant Discharge Elimination System Permit.

Public Perception

We anticipate that Alternative No. 1 may have positive public perception because it has the potential to serve multiple PWSs, has essentially no visible impacts, and would remove the source well supplies which contain unacceptable levels PFAS.

Alternative No. 2 may have more public perception challenges, particularly for property owners close to the site where the new, larger treatment building will be visible and there will be more vehicle traffic for operation of the GAC system.

Section 3
Summary & Comparison of Alternatives

3.1 Life Cycle Cost Analysis

A life cycle cost analysis was utilized to better compare the two alternatives to determine the most cost-effective alternative, rather than just the alternative with the lowest capital construction cost. The net present value was calculated for each alternative as the capital cost (which includes construction and non-construction costs such as engineering) plus the present worth of the uniform series of annual O&M, minus the present worth of the salvage value of the system. This was calculated for a planning period of 70 years with a 4.0% inflation rate and a 2.5% discount rate (real discount rate taken from the latest version of Appendix C of OMB Circular A-94). The net present value for each alternative is presented in Table 3-1.

TABLE 3-1
Alternative Life Cycle Cost Analysis

Item	**Alt. No. 1**	**Alt. No. 2**
Capital Cost	$20,931,700	$7,941,000
Annual O&M Cost	$112,500	$230,800
Present Day O&M Cost	$13,566,900	$27,833,200
Present Day Salvage Value	-$210,400	-$647,000
Net Present Value of Life Cycle Cost	**$34,709,000**	**$36,421,200**
	Planning Period	70 years
	Inflation Rate	4.0%
	Discount Rate	2.5%

As shown in Table 3-1, Alternative No. 1 is expected to have a lower life cycle cost than Alternative No. 2. Additionally, Alternative No. 1 has the ability to increase the customer base served by connecting other Public Water Systems along the route which could ultimately result in the lowest debt service cost per EDU as shown in Table 2-13. Alternative No. 2 has no potential to increase the customer base.

3.2 Alternative Comparison

Table 3-2 on the following page provides a summary of the alternatives, identifying major differences, pros, cons, non-monetary factors, and costs.

TABLE 3-2
Alternative Comparison Summary

Item	Alternative No. 1	Alternative No. 2
Description	Interconnection with Hyde Park Regional Water System	New Water Treatment Building with GAC System
Pros	• Eliminates PFAS source water • Simple operation • Ability to connect other PWSs • Lower life cycle cost • Potential for lower cost per user	• Lower Capital Cost
Cons	• Higher Capital Cost • Significant portion of main is anticipated to be installed in bedrock	• Constructability challenges in wetland • Risk of site flooding • More operator training required • More extensive maintenance • Higher life cycle cost
Environmental Impacts	Low Impacts	High Impacts
Future Connections	Potential for multiple connections including other PWSs with water quality issues, reducing cost per user	No potential for other connections
Service for PEJAs & DACs	Potential to serve one PEJA & four DACs	Will not serve any PEJAs or DACs
Sustainability	Lower carbon footprint	Higher carbon foot print
Permitting	Less permitting	More permitting
Public Perception	Generally Good	Potential Visual Impacts and Perceived Water Quality Issues
Capital Cost	$20,931,700	$7,941,000
Life Cycle Cost	$34,709,000	$36,421,200
Potential Lowest Annual Cost per EDU[1]	$429[2]	$1,252

[1] Cost per EDU assumes a 70% WIIA Grant Award for the project

[2] Cost assumes all existing PWSs along the proposed route connect to the system

Section 4
Recommended Alternative

4.1 Basis of Selection

Based on the life cycle cost analysis, estimated annual debt service, potential to increase the customer base by interconnecting other public water systems, and non-monetary factors, Alternative No. 1 is the recommended alternative. The basis for selection of Alternative No. 1 is as follows:

- Lowest life cycle cost
- Potential to connect several other PWSs, including PWSs in potential environmental justice areas and disadvantaged communities
- Potential for the lowest annual debt service cost per user if all existing PWSs along the proposed route connect to the system
- Simpler construction and permitting
- Less operation and maintenance
- Better public perception

4.2 Cost Estimate

This engineering report has been prepared in anticipation of the pursuit of a low-interest loan or grant. Table 4-1 provides the opinion of probable cost for implementation of Alternative No. 1 in a format that is consistent with funding agency requirements.

TABLE 4-1
Recommended Project Costs

Item	Cost
1. Construction Costs[1]	
a. Contract 1 - General	$14,201,200
b. Contract 2 - Electrical	$289,800
c. Contract 3 - HVAC	$0
d. Contract 4 - Plumbing	$0
2. Engineering Costs	
a. Planning	$62,400
b. Design	$1,030,500
c. Construction	$1,545,800
3. Other Expenses	
a. Local Counsel	$10,200
b. Bond Counsel	$43,500
c. Work Force	$202,900
d. Financial Services	$0
e. Net Interest	$0
f. Miscellaneous	$0
4. Equipment	$0
5. Land Acquisition	$0
6. Project Contingency (30%)	$3,864,400

7. Total Project Costs	$21,250,700
8. Less Other Sources of Financing	$0
9. Project Costs to be Financed	$21,250,700
10. SRF Issuance Costs	
a. Direct Expense (1%)	$212,600
b. Bond Issuance Charge (0.84%)	$178,600
c. Administrative Fee (1.1%)	$233,800
Total Project Cost Including Financing	**$21,875,700**

[1]Includes an escalation of 4%/year for 3 years

4.3 Project Schedule

Figure 4-1 presents the anticipated project implementation schedule for the recommended alternative. The project implementation schedule assumes that engineering will commence in Q2 2025 after project funding is secured.

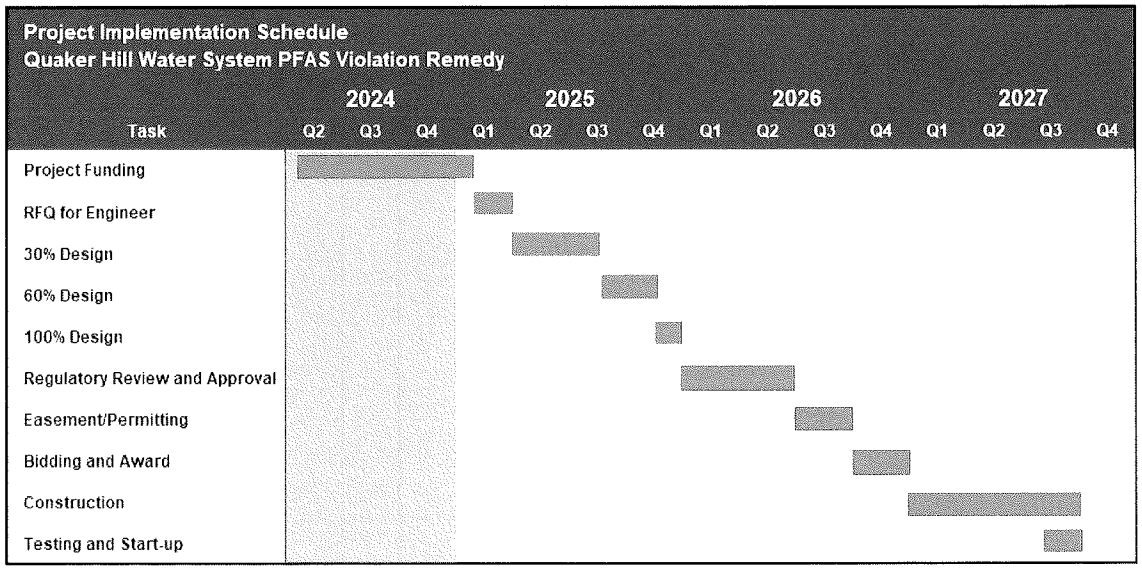


FIGURE 4-1
Project Implementation Schedule

4.4 Next Steps

The following are the next steps for project implementation of the recommended alternative:

1. Secure Project Funding - As indicated in this report, the cost of the proposed system is substantial. It is recommended that this report is used to apply for financial assistance for funding the design and construction of the recommended alternative.
2. Engineering & Design:
    a. Engineering – DCWWA will hire an engineering consultant to design and oversee construction of the recommended alternative

b. Site Survey - A topographic and boundary survey will be conducted by the engineering consultant.

c. Soil Testing – Geotechnical information will be collected.

d. Design Phases– Design of the recommended alternative will advance in stages including 30%, 60%, and 100% (permit set) design phases. The engineering consultant will have discussions with regulators during the design.

e. Contract Documents - Contract documents appropriate for permitting and construction will be developed and will consist of drawings and specifications for each phase of the design process.

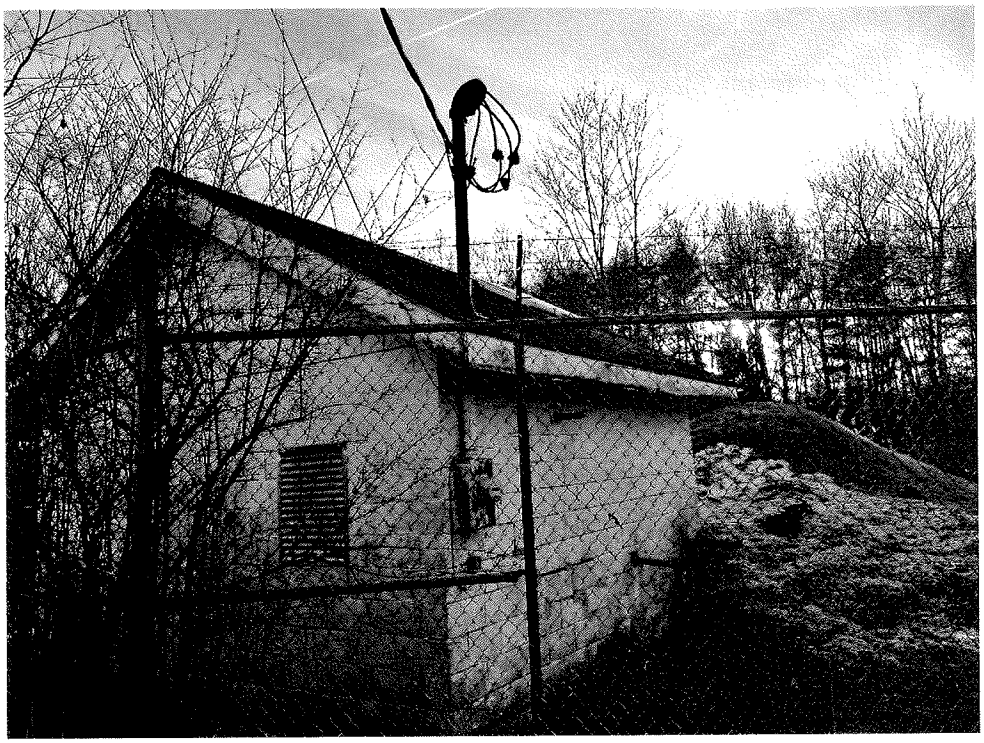
f. Regulatory Review – It is anticipated that the Dutchess County Department of Behavioral and Community Health and New York State Department of Health will need to review and approve the 100% design prior to bidding.

g. Bidding – The project will go out to public bid after receiving approval.

3. Easements – Easements must be obtained for water mains. This needs to be completed prior to construction.
4. Permitting - Permits will be required for construction of the water mains.
5. Construction – Construction will be awarded and commence following receipt of reasonable bids. It is anticipated that the construction project will be split into two prime contracts: general construction and electrical construction per Wick's Law.
6. Testing and Start-up – Testing and start-up will begin as construction nears completion.

Tighe&Bond

APPENDIX A



Photograph 1



Photograph 2



Photograph 3



Photograph 4



Photograph 5



Photograph 6



Photograph 7



Photograph 8

Tighe&Bond

APPENDIX B

WILLIAM F.X. O'NEIL
COUNTY EXECUTIVE

LIVIA SANTIAGO-ROSADO, MD, FACEP
COMMISSIONER

ANTHONY J. RUGGIERO, MPA
ASSISTANT COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF BEHAVIORAL AND COMMUNITY HEALTH

January 5, 2024

NOTICE OF VIOLATION

New York State Sanitary Code, 10 NYCRR Part 5

RECEIVED
JAN 17 2024
DCWWA

Michael Keating, DCWWA
1 Lagrange Avenue
Poughkeepsie, NY 12603

Re: Quaker Hill Estates – PFOS MCL Violation
Federal ID# 1302797
Town of Hyde Park

Dear Mr. Keating:

Our records indicate that the required Perfluorooctanesulfonic Acid (PFOS) sampling collected for the above referenced Public Water Supply (PWS) has resulted in an exceedance of the maximum contaminant level (MCL). Based upon your sample results, the following samples have indicated that you have exceeded the MCL based upon an average of the initial and conformation samples:

- Well #2 – 13.55 ng/L PFOS

You are hereby requested to hire a NYS licensed Design Professional in order to provide treatment for the above referenced MCL exceedance. **Since you already indicated that you have retained a NYS licensed Professional Engineer, please have the Professional Engineer draft a letter to this department indicating their retained services no later than January 31, 2024.**

If you have any questions, please contact me at (845) 486-3404.

Yours very truly,

Jason W. Teed, P.E.
Senior Public Health Engineer
Environmental Health Services

cc: PWSID# NY1302797 → File 0120221
James Fouts, Associate Public Health Sanitarian

Tighe&Bond

APPENDIX C

Tighe&Bond

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
Alternative No. 1 - Interconnection to HPRWS
Quaker Hill Water System, Hyde Park, NY
Quaker Hill PFAS Violation Remedy

Item Description	Unit Cost	Units	Quantity	Cost
Clearing and Grubbing in Water Main Easement	$12,000	ACRE	0.5	$6,000
8" HDPE Water Main - Loam	$125	LF	13,200	$1,650,000
8" HDPE Water Main - Boulder/Rocky Soils	$400	LF	2,500	$1,000,000
8" HDPE Water Main - Bedrock	$600	LF	9,400	$5,640,000
Entry/Exit Pits Excavation & Restoration - Local Road	$5,300	EA	26	$137,800
Entry/Exit Pits Excavation & Restoration - State Road	$6,000	EA	23	$138,000
Entry/Exit Pits Excavation & Restoration - Cross Country	$2,900	EA	3	$8,700
Flushing Hydrant Assembly	$8,200	EA	51	$418,200
8" Mainline Gate Valves w/ Boxes	$3,200	EA	26	$83,200
Air Releases	$6,000	EA	11	$66,000
Utility Potholing Including Restoration & Traffic Control	$5,100	DAY	42	$214,200
Pressure Testing & Disinfection	$40,000	LS	1	$40,000
Clearing and Grubbing for Booster Pump Station/Parking	$12,000	ACRE	0.2	$2,400
Rough Grading for Booster Pump Station/Access Drive/Parking	$1	SF	8,000	$8,000
Gravel Access Drive/Parking Area Extension	$5	SF	1,000	$5,000
New 3 Phase Overhead Electric Service	$50	LF	4,350	$217,500
Concrete Frost Wall with Spread Footing Foundation	$1,500	CY	31	$46,500
Packaged Booster Pump Station (Inc. Start-up & Training)	$760,000	LS	1	$760,000
Install Packaged Booster Pump Station	$38,000	LS	1	$38,000
Water Main Connections	$6,500	LS	1	$6,500
Electrical Service Connection to Booster Pump Station	$8,000	LS	1	$8,000
Final Grading, Mulch & Seed around Booster Pump Station	$2	SF	3,000	$6,000
Demolish Existing Quaker Hill Treatment Facility	$45,000	LS	1	$45,000
Pressure Monitoring System at Quaker Hill	$32,000	LS	1	$32,000
Traffic Control (2%)	$188,100	LS	1	$188,100
Mobilization/Demobilization (5%)	$529,000	LS	1	$529,000
Contractor General Conditions (15%)	$1,586,600	LS	1	$1,587,000
Opinion of Probable Construction Cost				**$12,881,100**

NOTES: This is an engineer's Opinion of Probable Construction Cost (OPCC). Tighe & Bond has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the estimates of probable construction costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from this estimate of the Probable Construction Cost. Engineering, contingency, and inflation price escalation are not included in this figure.

Tighe&Bond

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
Alternative No. 2 - Replace Water Treatment System
Quaker Hill Water System, Hyde Park, NY
Quaker Hill PFAS Violation Remedy

Item Description	Unit Cost	Units	Quantity	Cost
Tree Trimming at Access Drive	$8,000	LS	1	$8,000
Temporarily Relocate Existing Generator and Propane Tanks	$5,000	LS	1	$5,000
Temporarily Maintain Operation of Existing WTP	$20,000	LS	1	$20,000
Temporary Water Control	$40,000	LS	1	$40,000
Temporary Erosion and Sediment Control	$6,000	LS	1	$6,000
Clearing and Grubbing	$12,000	ACRE	0.5	$6,000
General Fill, Overfill 2 Feet for Preload and then Remove	$100	CY	740	$74,000
Paved Access Drive/Parking Area Improvements	$12	SF	10,200	$122,400
Concrete Spill Containment Area	$1,500	CY	64	$96,000
Bollards	$1,000	EA	10	$10,000
Galvanized Security Fencing	$65	LF	460	$29,900
Galvanized Swing Gate	$3,500	LS	1	$3,500
Standby Generator System	$100,000	LS	1	$100,000
Propane Tanks, Piping, and Regulators	$32,000	LS	1	$32,000
New Well Pumps w/ VFDs, Discharge Pipe, and Wiring	$60,000	LS	1	$60,000
Replace Well No. 1	$75,000	LS	1	$75,000
Extend Well No. 2 Casing	$4,500	EA	1	$4,500
6" Water Main, Insertion Valve, Cap Existing 6" Water Main	$26,000	LS	1	$26,000
Tank Overflow/Filter-to-Waste Outfall Pipe	$200	LF	150	$30,000
Rip Rap Apron	$6,000	LS	1	$6,000
New Buried HDD Electric Service Conduit	$200	LF	450	$90,000
Excavation for Building Foundation	$26,000	LS	1	$26,000
Timber Piles (for building foundation and generator pad)	$190,000	LS	1	$190,000
Reinforced Concrete (for building foundation and generator pad)	$190,000	LS	1	$190,000
Concrete Equipment Pads for Propane Tanks and Generator	$1,500	CY	10	$15,000
Interior Foundation Backfill	$33,500	LS	1	$33,500
Insulated CMU Building with Brick Veneer	$537,000	LS	1	$537,000
Timber Roof Trusses and Asphalt Shingle Roof	$142,000	LS	1	$142,000
Aluminum Landing/Stairs	$38,300	LS	1	$38,300
14' Wide x 16' Tall Insulated Rollup Door	$11,400	EA	2	$22,800
12' Wide x 14' Tall Insulated Rollup Door	$9,500	EA	1	$9,500
Double Man Access Door	$5,500	EA	2	$11,000
Interior Walls/Ceiling	$54,000	LS	1	$54,000
Removable Handrail	$60	LF	40	$2,400
Concrete Equipment Pads	$1,500	CY	2	$3,000
Prefiltration System	$22,200	EA	2	$44,400
GAC Contactors, Valve Tree, Initial Media Fill, Start-up/ Training	$314,000	LS	1	$314,000
10,000 Gallon Water Storage Tank	$41,900	EA	2	$83,800
6,000 Gallon Spent Backwash Tank	$24,200	EA	1	$24,200
Triplex Service Pumps w/ VFDs	$49,600	LS	1	$49,600
Jockey Pump	$3,800	LS	1	$3,800
Backwash Pump	$10,100	LS	1	$10,100
Submersible Spent Backwash Pump	$8,000	LS	1	$8,000
500 Gallon Pressure Tank	$40,000	EA	2	$80,000
Disinfection System (Tank, Metering Pumps, Containment, Etc.)	$26,200	LS	1	$26,200
Interior Process Piping & Supports (Sch. 80 PVC)	$140	LF	500	$70,000
Process Piping Isolation Valves (Sch. 80 PVC)	$300	EA	24	$7,200
Building HVAC System (Unit heaters, DHU, Fans, Louvers, Etc.)	$163,000	LS	1	$163,000
HVAC Hoist and Monorail System	$98,000	LS	1	$98,000
Building Plumbing (Water Heater, Safety Shower, Piping, Etc.)	$30,000	LS	1	$30,000
Building Electrical and Controls (Panels, Conduit, Lights, Etc.)	$299,000	LS	1	$299,000
Control Panel & Alarm System Inc. Programming	$58,000	LS	1	$58,000
Instrumentation	$175,000	LS	1	$175,000
Lab Equipment and Misc. Interior Building Supplies	$7,500	LS	1	$7,500
Equipment for GAC Media Changeouts	$12,000	LS	1	$12,000
Demolish Existing Quaker Hill Treatment Facility	$45,000	LS	1	$45,000
8" HDPE Water Main - Bedrock	$600	LF	500	$300,000
Entry/Exit Pits Excavation & Restoration - Local Road	$5,300	EA	4	$21,200
Flushing Hydrant Assembly	$8,200	EA	2	$16,400
8" Mainline Gate Valves w/ Boxes	$3,200	EA	2	$6,400
Mobilization/Demobilization (5%)	$203,600	LS	1	$203,600
Contractor General Conditions (15%)	$610,800	LS	1	$610,800
Opinion of Probable Construction Cost				**$4,886,000**

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
Phase 2 - Quaker Hill Distribution System Improvements
Quaker Hill Water System, Hyde Park, NY
Quaker Hill PFAS Violation Remedy

Item Description	Unit Cost	Units	Quantity	Cost
8" HDPE Water Main - Loam	$125	LF	2,600	$325,000
8" HDPE Water Main - Bedrock	$600	LF	6,400	$3,840,000
Entry/Exit Pits Excavation & Restoration - Local Road	$5,300	EA	18	$95,400
Flushing Hydrant Assembly	$8,200	EA	18	$147,600
8" Mainline Gate Valves w/ Boxes	$3,200	EA	9	$28,800
Air Releases	$6,000	EA	2	$12,000
Utility Potholing Including Restoration & Traffic Control	$5,100	DAY	15	$76,500
Reconnect Services & Restoration - Local Road	$8,900	EA	109	$970,100
Water Meters	$1,300	EA	109	$141,700
Pressure Testing & Disinfection	$10,000	LS	1	$10,000
Traffic Control (2%)	$106,500	LS	1	$106,500
Mobilization/Demobilization (5%)	$267,000	LS	1	$267,000
Contractor General Conditions (15%)	$798,400	LS	1	$799,000
Opinion of Probable Construction Cost				**$6,494,600**

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ENGINEER'S OPINION OF PROBABLE ANNUAL O&M COST
Alternative No. 1 - Interconnection to HPRWS
Quaker Hill Water System, Hyde Park, NY
Quaker Hill PFAS Violation Remedy

Item Description	Unit Cost	Units	Quantity	Cost
Proactive System Maintenance (Daily Check at Booster PS)	$80	HOUR	365	$29,200
Scheduled Water Main Flushing	$80	HOUR	16	$1,300
Air Release Inspection	$80	HOUR	8	$700
Residual Monitoring at Quaker Hill	$80	HOUR	12	$1,000
Reactive System Maintenance (Water Main Breaks)	$80	HOUR	32	$2,600
Water Main Break Repair by Contractor	$12,000	EA	2	$24,000
Reactive System Maintenance (Booster PS Component Failure)	$2,500	LS	1	$2,500
Booster Pump Station Energy Consumption	$0.25	kWh	24777	$6,200
Standby Generator Fuel Consumption	$4.50	GAL	650	$3,000
Cellular Service for Alarm System	$100	MONTH	12	$1,200
Annual Booster Pump Maintenance	$1,500	YEAR	1	$1,500
Annual Booster PS HVAC System Maintenance	$300	YEAR	1	$300
Annual Standby Generator Maintenance	$400	YEAR	1	$400
Annual Booster Pump Station Misc. Maintenance	$600	YEAR	1	$600
Sampling Supplies	$500	YEAR	1	$500
			Subtotal Annual O&M Costs	$ 75,000
			Contingency (30%)	$ 22,500
			Administrative, Billing, & Accounting	$ 15,000
			Opinion of Probable Annual O&M Cost	**$112,500**

NOTES: This is an engineer's Opinion of Probable Annual O&M Cost. Tighe & Bond has no control over the cost or availability of labor, equipment or materials, or over market conditions and that the estimates of probable annual O&M costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the actual annula O&M costs will not vary from this estimate of the Probable Annual O&M Cost.

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ENGINEER'S OPINION OF PROBABLE ANNUAL O&M COST
Alternative No. 2 - Replace Water Treatment System
Quaker Hill Water System, Hyde Park, NY
Quaker Hill PFAS Violation Remedy

Item Description	Unit Cost	Units	Quantity	Cost
Proactive System Maintenance (daily visit)	$80	HOUR	730	$58,400
Pre-Filter Bag Replacement (twice per week)	$80	HOUR	104	$8,400
GAC Backwashing (twice per year)	$80	HOUR	8	$700
Residual Monitoring at Quaker Hill	$80	HOUR	12	$1,000
PFAS Sampling	$600	EA	12	$7,200
Part 5 Sampling	$2,000	LS	1	$2,000
Reactive System Maintenance (Component Failure)	$7,500	LS	1	$7,500
Spent GAC Media Removal/Disposal & Replace (1 vessel/2 yrs)	$18,200	LS	1	$18,200
GAC Media Startup (1 vessel/2 yrs)	$8,000	LS	1	$8,000
Spent Backwash Tank Media Removal	$7,500	EA	2	$15,000
Annual Jockey Pump Maintenance	$500	YEAR	1	$500
Annual Service Pump Maintenance	$1,500	YEAR	1	$1,500
Annual Backwash Pump Maintenance	$500	YEAR	1	$500
Annual Spent Backwash Pump Maintenance	$500	YEAR	1	$500
Annual Sodium Hypochlorite Metering Pump Maintenance	$400	YEAR	1	$400
Annual HVAC System Maintenance	$300	YEAR	1	$300
Annual Standby Generator Maintenance	$500	YEAR	1	$500
Annual Misc. Building Maintenance	$800	YEAR	1	$800
Sodium Hypochlorite	$17	GAL	300	$5,100
Quaker Hill System Energy Consumption	$0.25	kWh	94846	$23,800
Standby Generator Fuel Consumption	$3.50	GAL	390	$1,400
Cellular Service for Alarm System	$100	MONTH	12	$1,200
Access Road Maintenance	$600	LS	1	$600
Maintain Vegetation at Outfall Pipe	$1,300	LS	1	$1,300
Snow Plowing	$400	LS	1	$400
Sampling Supplies	$750	YEAR	1	$800
			Subtotal Annual O&M Costs	$ 166,000
			Contingency (30%)	$ 49,800
			Administrative, Billing, & Accounting	$ 15,000
			Opinion of Probable Annual O&M Cost	**$230,800**

NOTES: This is an engineer's Opinion of Probable Annual O&M Cost. Tighe & Bond has no control over the cost or availability of labor, equipment or materials, or over market conditions and that the estimates of probable annual O&M costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the actual annula O&M costs will not vary from this estimate of the Probable Annual O&M Cost.

Net Present Value (NPV) for Operational and Maintenance (O&M)

Inflation Rate (%)	4.0%
Discount Rate (%)	2.5%
Plannning Period (years)	70

Alt No. 1

No.	Cost	Discount Rate	Inflation Rate	Annual O&M with Inflation	Present Value
1	$ 112,500	1	1	$ 112,500	$ 112,500
2	$ 112,500	0.976	1.040	$ 117,000	$ 114,146
70	$ 112,500	0.182	14.973	$ 1,684,430	$ 306,553
				NPV for O&M from Year 1 through Year 70	$ 13,566,873
				NPV for O&M from Year 1 through Year 70 (rounded)	**$ 13,566,900**

Alt. No. 2

No.	Cost	Discount Rate	Inflation Rate	Annual O&M with Inflation	Present Value
1	$ 230,800.00	1	1	$ 230,800	$ 230,800
2	$ 230,800.00	0.976	1.040	$ 240,032	$ 234,178
70	$ 230,800.00	0.182	14.973	$ 3,455,701	$ 628,911
				NPV for O&M from Year 1 through Year 70	$ 27,833,194
				NPV for O&M from Year 1 through Year 70 (rounded)	**$ 27,833,200**

Salvage Value

Discount Rate (%)	2.5%
Planning Period (years)	70

Alternative No. 1

Equipment	Purchase Price	Useful Life	SL Depreciation	Salvage Value at 70 years	Present Worth
8" HDPE Water Main	$8,574,500	70	$122,493	$0	$0
Hydrant Assemblies	$418,200	50	$8,364	-$167,280	-$29,701
Gate Valves	$83,200	40	$2,080	-$62,400	-$11,079
Air Releases	$66,000	20	$3,300	-$165,000	-$29,296
Booster Pump Station	$798,000	40	$19,950	-$598,500	-$106,266
Pressure Monitoring System at Quak	$32,000	10	$3,200	-$192,000	-$34,090
				Salvage Value @ 70 years	-$1,185,200
				NPV of Salvage Value @ 70 years	**-$210,400**

Alternative No. 2

Equipment	Purchase Price	Useful Life	SL Depreciation	Salvage Value at 70 years	Present Worth
Galvanized Fencing and Gate	$33,400	50	$668	-$13,360	-$2,372
Standby Generator	$100,000	20	$5,000	-$250,000	-$44,388
Propane Tanks	$32,000	30	$1,067	-$42,667	-$7,576
Well Pumps	$60,000	15	$4,000	-$220,000	-$39,062
6" Water Main	$26,000	60	$433	-$4,333	-$769
Treatment Building	$820,000	40	$20,500	-$615,000	-$109,195
Prefiltration System	$44,400	60	$740	-$7,400	-$1,314
GAC Contactors	$314,000	40	$7,850	-$235,500	-$41,814
10,000 Gallon WSTs	$83,800	20	$4,190	-$209,500	-$37,197
6,000 Gallon Backwash Tank	$24,200	20	$1,210	-$60,500	-$10,742
Triplex Service Pumps w/ VFDs	$49,600	15	$3,307	-$181,867	-$32,291
Jockey Pump	$3,800	15	$253	-$13,933	-$2,474
Backwash Pump	$10,100	15	$673	-$37,033	-$6,575
Submersible Spent Backwash Pump	$8,000	15	$533	-$29,333	-$5,208
500 Gallon Pressure Tank	$80,000	15	$5,333	-$293,333	-$52,082
Disinfection System (Tank, Metering	$26,200	10	$2,620	-$157,200	-$27,911
Interior Process Piping & Supports ($	$70,000	50	$1,400	-$28,000	-$4,972
Process Piping Isolation Valves (Sch.	$7,200	40	$180	-$5,400	-$959
Building HVAC System (Unit heaters,	$163,000	25	$6,520	-$293,400	-$52,094
HVAC Hoist and Monorail System	$98,000	80	$1,225	$12,250	$2,175
Building Plumbing (Water Heater, Sa	$30,000	60	$500	-$5,000	-$888
Building Electrical and Controls (Pan	$299,000	40	$7,475	-$224,250	-$39,816
Control Panel & Alarm System Inc. P	$58,000	30	$1,933	-$77,333	-$13,731
Instrumentation	$175,000	15	$11,667	-$641,667	-$113,930
8" HDPE Water Main	$300,000	70	$4,286	$0	$0
Hydrant Assemblies	$16,400	50	$328	-$6,560	-$1,165
Gate Valves	$6,400	40	$160	-$4,800	-$852
				Salvage Value @ 70 years	-$3,645,000
				NPV of Salvage Value @ 70 years (rounded)	**-$647,000**

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APPENDIX D

CAPACITY DEVELOPMENT PROGRAM

TECHNICAL, MANAGERIAL, AND FINANCIAL EVALUATION CRITERIA
FOR: COMMUNITY PUBLIC WATER SYSTEMS

SYSTEM NAME: Quaker Hill Estates Water System

COUNTY: Dutchess **PWSID #:** 1302797

COMPLETED BY: DCWWA **DATE:** 5/30/2024

Technical Capacity

A. System Infrastructure

1. Does the system have as-built plans, drawings, or maps of its facilities including source, treatment, storage, and distribution?

   ☑ Yes ☐ No ☐ Not Applicable

   If the system lacks certain plans, please specify:
   Missing as-built plans of distribution system

2. Does the system have exact location measurements of all main valves and service shut-offs?

   ☑ Yes ☐ No ☐ Not Applicable

3. Can the system's pumping, storage and distribution facilities meet current normal and peak demands and required distribution pressures?

   ☑ Yes ☐ No ☐ Not Applicable

4. Does the system have a water conservation plan?

   ☐ Yes ☐ No ☑ Not Applicable

5. Are all customers on the water system metered?

   ☐ Yes ☑ No ☐ Not Applicable

6. Is the system equipped with "master" meters that measure the amount of water the system produces or purchases for each source of water?

   ☑ Yes ☐ No ☐ Not Applicable

B. Source Water Evaluation

1. Does the system have a copy of its Source Water Assessment?

☐ Yes ☐ No ☑ Not Applicable

2. Has a yield analysis been done for the system's source?

☐ Yes ☑ No ☐ Not Applicable

3. Does the system have a description of the existing source-pumping capacity and the system's raw and finished water storage capacity?

☑ Yes ☐ No ☐ Not Applicable

4. For groundwater systems, does your system have a wellhead protection program in place?

☑ Yes ☐ No ☐ Not Applicable

C. Technical Knowledge

1. Has an evaluation of the water system facilities been conducted with respect to its ability to reliably meet current and proposed State and Federal drinking water regulations?

☑ Yes ☐ No ☐ Not Applicable

If system can't meet regulations, please specify:
Currently unable to meet PFAS standards, which is the reason for this application.

2. Does the system have monthly water production records or treatment records that show daily and monthly water production for each source used by the system?

☑ Yes ☐ No ☐ Not Applicable

3. Has an evaluation been conducted to document the condition and remaining service life of existing facilities?

☑ Yes ☐ No ☐ Not Applicable

4. Has the system been cited within the past two years for failing to sample and report test results?

☐ Yes ☑ No ☐ Not Applicable

5. Has the system been cited within the past two years for operating deficiencies as a result of a sanitary survey or other inspection conducted by the DOH?

☑ Yes ☐ No ☐ Not Applicable

6. If you answered *"Yes"* to Questions 4 or 5, has corrective action been taken to correct all deficiencies?

☑ Yes ☐ No ☐ Not Applicable

D. Certified Operators

1. Does the water system have a certified water operator(s) and designated an operator in responsible charge?

☑ Yes ☐ No

2. If the water system does not have a state-certified water treatment operator, or lacks the necessary number of operators to safely and reliably operate the system, does the system have a plan to acquire the services of a (additional) state-certified operator?

☐ Yes ☐ No ☑ Not Applicable

Managerial Capacity

A. Staffing and Organization

1. What type of training/continuing education did system personnel attend within the last two years (please specify)?

Personnel receive ongoing safety training, continuing education for water licensing, and cyber security and data management.

2. Who is responsible for policy and operational decisions for the water system *(name and title)*?

Michael J. Keating, Executive Director; Richard Winchester, Director of Operations

3. Who is responsible for ensuring compliance with state regulatory requirements *(name and title)*?

Michael J. Keating, Executive Director; Richard Winchester, Director of Operations

4. Who is responsible for approving expenditures *(name and title)*?

Michael J. Keating, Executive Director; Richard Winchester, Director of Operations; Jonathan Churins, Asset Manager

5. *For systems that contract for system operation or management*: Does the system have a valid (signed) contract that summarizes the duties and responsibilities the contractor must provide to the system?

☐ Yes ☐ No ☑ Not Applicable

B. Ownership

1. *If the system is under temporary ownership*, has a future owner been found for the water system?

   ☐ Yes ☐ No ☑ Not Applicable

   If *"Yes"*, who will the future owner be?

   _____

2. *For systems that use, but do not own, land or facilities that are essential to water system operation:* Is there a valid long-term contract (i.e., lease) between the water system and the owner of the land or facilities essential to the operation of the system?

   ☐ Yes ☐ No ☑ Not Applicable

3. *For systems with a single proprietor:* Does the system have a contingency plan for continuing system operation in the event the owner becomes incapable of carrying out his/her responsibilities?

   ☐ Yes ☐ No ☑ Not Applicable

C. Consolidation/Restructuring

1. Has the system examined the feasibility of:
   a) Incorporating with an existing water system in the immediate proximity?

   ☑ Yes ☐ No ☐ Not Applicable

   b) Selling ownership to an existing water system?

   ☐ Yes ☐ No ☑ Not Applicable

   c) Contracting for the management or operation of the system with an existing system or satellite management/operations agency?

   ☐ Yes ☐ No ☑ Not Applicable

D. Emergency/Disaster Response Plans

1. Has the system developed an Emergency Response Plan?

   ☑ Yes ☐ No ☐ Not Applicable

2. Does the Emergency Response Plan:

   a) Designate responsible personnel in the event of an emergency?

   ☑ Yes ☐ No ☐ Not Applicable

b) Provide for emergency phone and radio capabilities?

☑ Yes ☐ No ☐ Not Applicable

c) Describe public and health department notification procedures?

☑ Yes ☐ No ☐ Not Applicable

3. Does the system have any emergency contract agreements under which it operates (e.g., emergency water interconnections and alternative sources)?

☑ Yes ☐ No ☐ Not Applicable

E. Water System Policies

1. Does the system have a *written* System Operations Manual or Policy?

☑ Yes ☐ No ☐ Not Applicable

F. Record Keeping

1. Does the system keep water utility records including: financial, regulatory, facility, operations and maintenance, data quality, Annual Water Quality Reports, and correspondence with the NYS Department of Health and/or local Health Departments (and where appropriate, the NYSPSC)?

☑ Yes ☐ No ☐ Not Applicable

Financial Capacity

A. Budget Projection – Revenues and Expenses

1. Does the system have a water budget?

☑ Yes ☐ No ☐ Not Applicable

2. Are the system's annual water revenues sufficient to cover the annual water expenses as well as anticipated capital improvements?

☐ Yes ☑ No ☐ Not Applicable

3. Are the system's water rates, when combined with other revenue sources, sufficient to cover all listed expenditures for the water system?

☑ Yes ☐ No ☐ Not Applicable

4. Does the system retain budget information for at least two years?

☑ Yes ☐ No ☐ Not Applicable

B. Reserves

1. Does the system have a reserve account (or funds within a reserve account) dedicated to: *Note*: System maintains sufficient fund balance to cover a) and b) below, but does not maintain specific reserve accounts.

   a) Financing the emergency replacement of critical facilities in the event of their failure?

   ☐ Yes ☑ No ☐ Not Applicable

   b) The maintenance of cash flow in the event of an unexpected funding shortfall?

   ☐ Yes ☑ No ☐ Not Applicable

2. If the system has a reserve account, how does it determine the amount to put into the account?

   _____ Fixed Amount _____Percentage of Revenues _____Percentage of Expenses

   _____Other (please specify) _____

3. If the system has a reserve account, what type(s) of reserve account(s) does it have?

   _____Operation and Maintenance _____Capital Projects _____Debt Service

   _____Other (please specify)_____

C. Capital Improvement Plan

1. How do you finance operation and maintenance costs (Check all that apply)?

   ✓ Rates collected from ratepayers
   _____Other business revenue
   _____Surcharges
   _____Other (Please specify) _____
   _____Rental fees
   _____Personal capital
   _____Reserve account

2. How did you finance your LAST major repair or improvement?

   _____Commercial bank loan
   _____ DWSRF
   _____Surcharge
   _____Reserve Account
   ✓ Other (Please specify) Paid from system fund balance
   ____Bonds
   ____Other State or federal loan/grant program
   ____Personal Capital
   ____Revenue from other business

3. What options do you have for financing your NEXT major repair or improvement?

_____Commercial bank loan	____Bonds
✓ DWSRF	✓ Other State or federal loan/grant program
_____Surcharge	____Personal Capital
_____Reserve Account	____Revenue from other business

_____Other (Please specify) _____

D. Water System Rates

1. Does the water system management review user fee, user charge, or rate system at least once every two years?

☑ Yes ☐ No ☐ Not Applicable

2. What is the frequency of billing (e.g., 12, 6, or 4 times per/year)?__4__times/year

3. Where applicable, what are the system's water rates?
$1,033.40/year

4. What are rates based on?

_____Capital Improvement Plan and Annual Budget
✓ Annual Budget Only
_____Cash on Hand
_____Last year's expenses
_____Not sure
_____Other (Please specify_____)

5. What was the date of the last rate increase? -
01/01/2024

END OF DOCUMENT

Tighe&Bond

APPENDIX E

NEW YORK STATE OF OPPORTUNITY. | Department of Health | Environmental Facilities Corporation

Smart Growth Assessment Form

This form should be completed by an authorized representative of the applicant, preferably the project engineer or other design professional.[1]

Section 1 – General Applicant and Project Information

Applicant: Dutchess County Water & Wastewater Authority Project No.: D0280-007F

Project Name: Quaker Hill PFAS Violation Remedy

Is project construction complete? ✔ Yes, date: ☑ No

Please provide a brief project summary in plain language including the location of the area the project serves:

The proposed project involves construction of a 8-inch water main (approximately 25,100 linear feet) and booster pump station to connect the Quaker Hill Estates Water System in Hyde Park, NY to the Hyde Park Regional Water System. The Quaker Hill Estates Water System serves a residential development with 109 service connections. The Quaker Hill Water System is served by two groundwater wells which have an MCL violation for PFAS.

Section 2 – Screening Questions

A. Prior Approvals

1. Has the project been previously approved for Environmental Facilities Corporation (EFC) financial assistance? ☐ Yes ☑ No
2. If yes to A(1), what is the project number(s) for the prior approval(s)? Project No.:
3. If yes to A(1), is the scope of the previously-approved project substantially the same as the current project? ☐ Yes ☐ No

If your responses to A(1) and A(3) are both yes, please proceed to Section 5, Signature.

B. New or Expanded Infrastructure

1. Does the project involve the construction or reconstruction of new or expanded infrastructure? ☑ Yes ☐ No

Examples of new or expanded infrastructure include, but are not limited to:

(i) The addition of new wastewater collection/new water mains or a new wastewater treatment system/water treatment plant where none existed previously;

(ii) An increase of the State Pollutant Discharge Elimination System (SPDES) permitted flow capacity for an existing wastewater treatment system; and OR

[1] If project construction is complete and the project was not previously financed through EFC, an authorized municipal representative may complete and sign this assessment.

(iii) An increase of the permitted water withdrawal or the permitted flow capacity for the water treatment system such that a Department of Environmental Conservation (DEC) water withdrawal permit will need to be obtained or modified, or result in the Department of Health (DOH) approving an increase in the capacity of the water treatment plant.

If your response to B(1) is no, please proceed to Section 5, Signature.

Section 3 –Smart Growth Criteria

Your project must be consistent will all relevant Smart Growth criteria. For each question below please provide a response and explanation.

1. Does the project use, maintain, or improve existing infrastructure?
   ☑ Yes ✔ No

   Explain your response: The proposed interconnection water and booster pump station will be new. But the source water will be provided by the existing Hyde Park Regional Water System and the Quaker Hill distribution system piping will be reused and eventually replaced (Phase 2).

2. Is the project located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center, as such terms are defined herein (please select one response)?

   ☐ Yes, my project is located in a municipal center, which is an area of concentrated and mixed land uses that serves as a center for various activities, including but not limited to: central business districts, main streets, downtown areas, brownfield opportunity areas (see *www.dos.ny.gov* for more information), downtown areas of local waterfront revitalization program areas (see *www.dos.ny.gov* for more information), areas of transit-oriented development, environmental justice areas (see *www.dec.ny.gov/public/899.html* for more information), and hardship areas (projects that primarily serve census tracts or block numbering areas with a poverty rate of at least twenty percent according to the latest census data).

   ☑ Yes, my project is located in an area adjacent to a municipal center which has clearly defined borders, is designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center.

   ☐ Yes, my project is located in an area designated as a future municipal center in a municipal or comprehensive plan and is appropriately zoned in a municipal zoning ordinance

   ☐ No, my project is not located in a (1) municipal center, (2) area adjacent to a municipal center, or (3) area designated as a future municipal center.

   Explain your response and reference any applicable plans:

   The Quaker Hill water system is not in a municipal center. However, the proposed water main will traverse a significant distance along Route 9G which is a commercial area exhibiting strong land use, transportation, infrastructure, and economic connections to the Hyde Park municipal center. The water main will also have the potential to serve several other public water supplies, including one in a potential environmental justice area and a few others in disadvantaged communities.

3. Is the project located in a developed area or an area designated for concentrated infill development in a municipally-approved comprehensive land use plan, local waterfront revitalization plan, and/or brownfield opportunity area plan?

☑Yes ☐No

Explain your response and reference any applicable plans:

The proposed water main will traverse a significant distance along Route 9G which is a commercial area with potential for additional development. This area is part of the East Park Village Center and Neighborhood Core areas as defined in the Town of Hyde Park Comprehensive Plan.

4. Does the project protect, preserve, and enhance the State's resources, including surface and groundwater, agricultural land, forests, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources?

☑Yes ☐No

Explain your response:

The project is not anticipated to have any negative impacts on the state's resources. The project also includes demolition of the existing treatment facilities which are located within a wetland. The alternative to this project was to build new facilities at the existing treatment location which would have negative effects on the wetland.

5. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development, and the integration of all income and age groups?

☑Yes ☐No

Explain your response:

The project may encourage development along the Route 9G corridor which is encouraged as part of the Town of Hyde Park Comprehensive Plan.

6. Does the project provide mobility through transportation choices including improved public transportation and reduced automobile dependency?

☐Yes ☐No ☑N/A

Explain your response:

The project will not have any impact on transportation choices.

7. Does the project involve coordination between State and local government, intermunicipal planning, or regional planning?

☑Yes ☐No

Explain your response and reference any applicable plans:

Coordination will be required between the Owner, Contractor, NYSDEC, DOH, and County Highway Department for review and approval of the proposed plans.

8. Does the project involve community-based planning and collaboration?

   ☑Yes ☐No

   Explain your response and reference any applicable plans:

   Planning and collaboration will be necessary between DCWWA, the Quaker Hill Water Users, and several other Public Water Supply users that may connect to the system.

9. Does the project support predictability in building and land use codes?

   ☑Yes ☐No ☐N/A

   Explain your response:

   The project may encourage development along the Route 9G corridor which is encouraged as part of the Town of Hyde Park Comprehensive Plan and supports the land use codes for this area.

10. Does the project promote sustainability by adopting measures such as green infrastructure techniques, decentralized infrastructure techniques, or energy efficiency measures?

    ☑Yes ☐No

    Explain your response and reference any applicable plans:

    Yes, the proposed project will consolidate two water systems into one and involves demolition of the existing Quaker Hill water treatment facilities. The energy consumption of the proposed project will ultimately be less than the alternative of replacing the existing treatment system with a new treatment system and large building.

11. Does the project mitigate future physical climate risk due to sea-level rise, storm surges, and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable?

    ☑Yes ✔No

    Explain your response and reference any applicable plans:

    The existing Quaker Hill Water system treatment facilities are within a wetland area that has a history of flooding and damage due to flooding. The proposed project involves removal of the existing facilities from the flood area.

Section 4 – Miscellaneous

1. Is the project expressly required by a court or administrative consent order? ☐ Yes ☑ No

   If yes, and you have not previously provided the applicable order to EFC/DOH, please submit it with this form.

Section 5 – Signature

By signing below, you agree that you are authorized to act on behalf of the applicant and that the information contained in this Smart Growth Assessment is true, correct and complete to the best of your knowledge and belief.

Applicant: Dutchess County Water & Wastewater Authority	Phone Number: 845-516-5872
Name and Title of Signatory: Daniel Valentine, PE	
Signature: 	Date: 5/30/2024

Tighe&Bond

APPENDIX F

Tighe&Bond

Engineering Report Certification

During the preparation of this Engineering Report, I have studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is being sought from the New York State Drinking Water State Revolving Fund. In my professional opinion, I have recommended for selection, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account the cost of constructing the project or activity, the cost of operating and maintaining the project or activity over the life of the project or activity, and the cost of replacing the project and activity.

Title of Engineering Report: Quaker Hill PFAS Violation Remedy

Date of Report: June 2024

Professional Engineer's Name: Dainel F. Valentine, PE

Signature:



Date: June 1, 2024

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 (Yes) 0 (No)
Abstentions: 0

2025149 SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "031" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025149 SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "031" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

OCTOBER 14, 2025

RESOLUTION NO. 2025150

RE: SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "032" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, and CASWELL offer the following and move its adoption

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (Section 1142, Public Authorities Law), as part of the creation of the Dutchess County Water & Wastewater Authority (WWA), established the Dutchess County Water District ("DCWD"), and

WHEREAS, the WWA, has presented to this Legislature a notice of project pursuant to Section 1124 of the Public Authorities Law which outlines the WWA's plan to create Zone of Assessment "032" within the DCWD located in the Town of Hyde Park, and

WHEREAS, the WWA proposes to provide an interconnection from its existing Hyde Park Regional Water system to the existing Madison-Holt Water distribution system and the proposed water main extension on Rothkranz Street in the Town of Hyde Park, and

WHEREAS, said notice of project also describes the zone of assessment that will be created which is more particularly described in Attachment A annexed hereto, and

WHEREAS, it is necessary to conduct a public hearing on the establishment of such Zone of Assessment, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the 10th day of November, 2025 at 6:30 p.m. in the Chambers of the Dutchess County Legislature, County Office Building, 22 Market Street, Poughkeepsie, New York, on a proposal to establish Zone of Assessment "032" in the Dutchess County Water District located in the Town of Hyde Park as described in Attachment A, annexed hereto, and be it further

RESOLVED, that the Clerk of the Legislature shall publish notice of said hearing in the official newspapers of the County and shall include therein a description, identifying the areas to be included within the Zone of Assessment "032", the improvements proposed, the maximum amount to be expended for the improvements, the proposed method of assessment of the cost, the estimated cost of hook-up fees, if any, the cost to the typical property or one or two family home, all in accordance with Section 254 of the County Law.

CA-122-25; CRC/mar/rjw; G-1217-GG; 09/05/2025; Fiscal Impact: None.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager

LEIGH WAGER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY

Proposed County Water District
Zone of Assessment "032"

(Madison-Holt Water System)
Hyde Park, NY

MAP, PLAN AND REPORT

September 2025

Dutchess County Water and Wastewater Authority
Poughkeepsie, NY

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

September 2025

PROPOSED COUNTY WATER DISTRICT ZONE OF ASSESSMENT "032"
(MADISON-HOLT WATER SYSTEM)

MAP, PLAN AND REPORT

INTRODUCTION

This Map, Plan and Report contains the information required for the formation of the proposed County Water District Zone of Assessment "032" (Zone), which includes an area of approximately twenty-nine (29) acres located on Holt Road West, Holt Road, Dogwood Lane, Rothkranz Street, Violet Avenue, Madison Avenue, Cathy Drive, Gary Drive, and Old Violet Avenue, in the Town of Hyde Park, NY.

The information provided herein includes the proposed Zone's boundaries and a list of the tax parcels that will comprise the future Zone, as well as a description of the current and proposed infrastructure by which potable water will be produced, treated and delivered to customers.

In addition, budgetary estimates for the first-year operation and maintenance costs, and capital costs, as well as a cost allocation formula, have been included with this report.

The Dutchess County Water and Wastewater Authority will enter into contract (the "Service Agreement") with Dutchess County on behalf of the Zone for the purpose of administering the retail sale of water services to all properties within the proposed Zone, with such service to be provided through the water system facilities as described below. The Authority will administer the Zone pursuant to guidelines established by the Service Agreement and collect water revenues. Water service rates will be set annually by the Authority.

HISTORY

According to available system documentation from the Dutchess County Department of Health, the expansion area contains private wells and one public water supply owned and operated by a private entity. In 2018, the Authority was awarded an Environmental Facilities Corporation (EFC) grant from New York State. The purpose of the grant was to support the interconnection between the Hyde Park Regional Water District and the Pinebrook Estates Water District, with a focus on opportunities to streamline and improve the water quality, water quantity, and service delivery. The grant provided for an engineering design of the interconnection system and consideration of the option to connect all parcels adjacent to the interconnecting. Construction of the interconnection main was completed in 2023. DCWWA is now moving forward with the plan to connect the parcels adjacent to the interconnecting main. The Authority conducted a meeting with the public to discuss the Zone of Assessment creation and the Benefit Assessment on May

6, 2025.

COUNTY WATER DISTRICT ZONE OF ASSESSMENT "032"

The proposed Zone delineated on the map and list of tax parcels included in Appendix "A", presently includes a total of sixty-four (64) tax parcels of which sixty (60) are developed residential properties, two (2) are vacant residential lots, and two (2) are sites of developed commercial apartment lots.

PHYSICAL FACILITIES

Potable water for the Zone will be supplied through the interconnection between the Hyde Park Regional Water System (PWS ID# NY1302796), which obtains its raw water from the Hudson River and treats said water at its surface water treatment plant facility, and the Pinebrook Estates Water District (PWS ID# NY1322156) which has abandoned all of its existing infrastructure with the exception of the water distribution system. The interconnection has been constructed and in service since 2023. An Engineer's Report titled Pinebrook Water System Hyde Park Regional Water System Interconnection, prepared by MJ Engineering, last revised March 2021, and included in Appendix "D", proposed the supporting documentation to interconnect the Hyde Park Regional Water System to the Pinebrook Estates Water District, which can now provide water to the Zone.

The maximum day demand for the Zone has been calculated at 21,250 gallons per day (GPD).

Existing Water Supply and Treatment System

All wells and treatment systems, where existing, are owned and operated by private entities. Upon creation of the Zone, the benefited users may abandon and decommission their existing wells in order to connect to the existing water main, at which point the source of water becomes the Hyde Park Regional Water System (HPRWS). The HPRWS obtains its raw water from the Hudson River where it then provides a series of treatment including coagulation, flocculation, filtration, disinfection, taste and odor control treatment, and corrosion control treatment before entering the water distribution system. Pressure and flow have been determined to substantiate successful connections by benefiting users to the water main.

Transmission and Distribution

The distribution system includes approximately 3,800 feet of existing 12-inch ductile iron pipe installed in 2022-2023, and approximately 275 feet of proposed 8-inch ductile iron pipe to be installed along Rothkranz Street to serve adjacent properties and an apartment complex. Service connections will be metered. The water system is designed for and provides fire protection within the Zone of Assessment.

PROPERTY ISSUES

The distribution system water mains are generally located within the right-of-way for the roads discussed above. A permanent easement is being sought by the apartment complex, Frantoni Villa Apartments located on Violet Avenue through privately-owned parcel identified by 6163-

02-522919, also identified as 7 Rothkranz Street. The permanent easement is for a water service line between Frantoni Villas Apartments and 7 Rothkranz Street, and the DCWWA is not involved in the easement agreement. There are no anticipated property issues with respect to DCWWA-owned infrastructure.

SOURCE CAPACITY AND QUALITY EVALUATION

All wells and treatment systems, where existing, are owned and operated by private entities. Source capacities of each well are unknown at this time. The water quality of the two (2) developed commercial apartment parcels meeting the definition of a Public Water Supply are assumed poor quality. Due to the close vicinity of adjacent public water supply data, it is assumed that the private wells within the Zone of Assessment also have poor water quality, including the inability to meet separation requirements from well to sewage disposal systems on some sites.

The HPRWS from which the Zone will obtain its water, is sourced from the Hudson River. The system provides a series of treatment including coagulation, flocculation, filtration, disinfection, taste and odor control treatment, and corrosion control treatment before entering the water distribution system. The system can treat a maximum of two million one-hundred thousand gallons per day (2,100,000 GPD), with existing daily storage of one and three-quarters of a million gallons (1,750,000 gallons).

FUTURE DEMAND

The proposed Zone encapsulates all parcels immediately adjacent to the distribution system. The system has sufficient capacity to serve the Zone of Assessment. The maximum day demand has been calculated at 21,250 GPD, based upon sixty-two (62) developed parcels and two (2) undeveloped parcels at full buildout. The Hyde Park Regional Water system has sufficient capacity to serve the Zone of Assessment. There are no current or anticipated plans to expand the Zone beyond what is currently proposed.

FUTURE CAPITAL COSTS

An Engineer's Report titled Pinebrook Water System Hyde Park Regional Water System Interconnection, prepared by MJ Engineering, last revised March 2021, and included in Appendix "D", proposed the supporting documentation to interconnect the HPRWS to the Pinebrook Estates Water District. The water main has been constructed except for Rothkranz Street, of which an extension is proposed as part of the Zone of Assessment creation.

The DCWWA is currently working towards a New York State Environmental Facilities Corporation (NYS EFC) grant application to fund approximately 70% of the total project costs due to the emerging contaminants known as Per- and polyfluoroalkyl substances (PFAS) found in the Frantoni Villas wells. Given the proximity of Frantoni Villas, the proximity of the Pinebrook Community which suffered deteriorating water quality, and the residential response to their water well quality, it is assumed that the area also suffers from deteriorating water wells. The total project cost is estimated at $1,450,000. Given that the NYS EFC is awarding grants to projects that address PFAS contamination at a 70% grant rate, and that the Frantoni Villas

Apartments is currently under a consent order to address the maximum contaminant level exceedance for PFAS, it is anticipated that a grant award of a not-to-exceed amount of $1,015,000 will be obtained with a remaining balance of $435,000 to be financed through the NYS EFC for a 30-year term.

All benefiting users except for Rothkranz Street in the Zone can be connected upon creation; however no funding can be provided unless the grant is awarded, and the most cost-effective project is to perform all construction at the same time for both the water main extension and the individual water service line connections.

Distribution System

The existing interconnection water main was constructed in 2022-2023 in full conformance with regulatory standards. The proposed water main on Rothkranz Street will be designed and constructed upon completion of the Zone of Assessment.

The location of the hydrants provides an adequate means of flushing and fire protection in all areas of the system. It is anticipated that at least one additional hydrant will be proposed and installed as part of the Rothkranz Street water main extension.

CURRENT CAPITAL COSTS AND ALLOCATIONS

An Engineer's Report titled Pinebrook Water System Hyde Park Regional Water System Interconnection, prepared by MJ Engineering, last revised March 2021, and included in Appendix "D", proposed the supporting documentation to interconnect the HPRWS to the Pinebrook Estates Water District. Construction of the interconnection is complete with a total project cost of $2,116,517 with $1,268,000 funded by a NYS grant, and the remaining $848,517 funded by a loan through the NYS Environmental Facilities Corporation. Annual debt expense for the interconnection of the Hyde Park Regional Water System to the Pinebrook Water District will be allocated equitably among all parcels within the proposed Zone in addition to the existing Pinebrook Water Zone of Assessment "R", through the assignment of benefit units to each parcel included in the two Zones.

The existing annual debt expenses for the previous improvements to the HPRWS will be allocated equitably, through the assignment of benefit units, to each parcel included in the Zone of Assessments that receive water service from the HPRWS, , including Zones of Assessment "A", "B", "C", "D", "I", "L", "R", and "032", all of which benefit from the facility improvements.

The methodology for the assignment of benefit units for the proposed Zone is included as Appendix "C". All benefit units within the Zone will be charged at the same rate. The annual benefit assessment would appear on the respective property owner's yearly property tax bill.

Application of the Benefit Assessment Methodology to the current district parcels results in a total of six hundred and ninety-six (696) benefit units within the proposed Zone. Apportionment of the total anticipated annual capital debt expense of $68,315 across the calculated number of

benefit units results in a per benefit unit cost of ninety-eight dollars and fifteen cents ($98.15), or nine hundred and eighty-two dollars ($982) for a typical single-family residence. It is anticipated that this expense would appear on the 2027 property tax bill (second year of operation).

OPERATION AND MAINTENANCE (O&M) COSTS

The operation and maintenance costs for the proposed Zone will be the cost of water produced by the HPRWS and the Authority's cost to operate, maintain and administer the water main distribution system, as reflected in the annual O&M budget adopted by the Authority. The 2025 adopted Water Rates for the HPRWS are included in Appendix "B". The rates include a fixed monthly service charge based on the customer connection meter size, and a charge per thousand gallons of metered water use. For a single-family residential parcel in the proposed Zone, the estimated annual O&M charge would be approximately eight hundred forty-four dollars ($844).

CONNECTION CHARGES

The one-time service connection charge for a typical single-family residence with a ¾" meter connection would be one thousand one-hundred and fifty dollars ($1,150.) For a property with a 1" meter connection the one-time service connection charge would be one thousand four hundred dollars ($1,400.) For those properties with connection sizes greater than 1" the connection charge would be determined on a case-by-case basis. These costs are not proposed to be covered under the NYS EFC-sought grant.

Annual Cost per a Typical Property – First Year: $1,826

The total annual cost for a typical property in a zone is generally a combination of the long-term capital charges (debt service) and water usage charges. In the proposed Zone a typical property will be a single-family dwelling unit. Given the assumptions and estimates described above, the projected "First Year" total cost for a typical single-family dwelling in the proposed Zone will be one thousand eight hundred and twenty-six dollars ($1,826) dollars for long-term capital charges and O&M expenses A system budget based on these rates will build appropriate fund balances to maintain the public water system in good working order. A table of anticipated annual costs per typical property for the first year is included in Appendix "E". The table will provide a breakdown of the project costs (both with and without the grant award), current capital costs allocations including debt services, and O&M costs.

#####

APPENDICES

Appendix "A" –	Dutchess County Water District, Pinebrook Expansion Water System, Description of Zone (Map & Parcel List)
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APPENDIX "A"

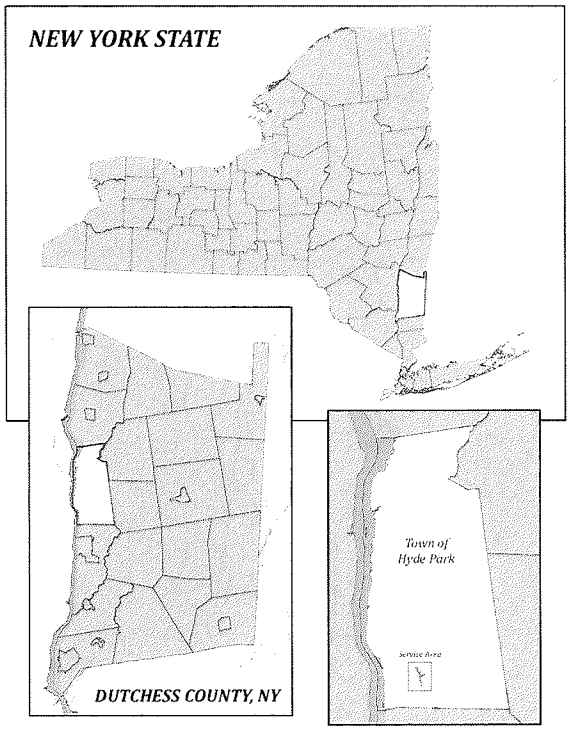
Pinebrook Expansion Water System (County District Zone of Assessment "032")

DUTCHESS COUNTY WATER DISTRICT
Pinebrook Expansion Water System

DESCRIPTION OF ZONE
(Map & Parcel listing)

The Dutchess County Water District Zone of Assessment "032" shall include all those tax parcels presently indicated on the attached boundary map. These parcels are further described by the following list of tax parcel grid numbers:

6163-01-450971-0000
6163-01-485783-0000
6163-01-466902-0000
6163-01-477826-0000
6163-02-503782-0000
6163-01-429978-0000
6164-03-448017-0000
6163-01-492838-0000
6163-01-485870-0000
6163-02-501790-0000
6163-01-486773-0000
6163-01-471963-0000
6163-01-471862-0000
6163-01-492916-0000
6163-01-474842-0000
6163-01-467923-0000
6163-01-450992-0000
6163-01-495815-0000
6163-01-461947-0000
6163-02-522919-0000
6163-02-506775-0000
6163-01-473850-0000
6164-03-398062-0000
6163-01-431999-0000
6163-01-486902-0000
6163-01-479890-0000
6163-10-481732-0000
6163-01-468888-0000
6163-01-480987-0000
6163-01-458982-0000
6163-01-488890-0000
6163-01-476834-0000
6163-01-483930-0000
6163-01-484878-0000
6164-03-407045-0000
6163-02-503902-0000
6163-01-479816-0000
6164-03-436045-0000
6163-01-475903-0000
6164-03-433061-0000
6163-01-475951-0000
6163-01-495878-0000
6163-02-511919-0000
6163-02-515902-0000
6163-02-505765-0000
6163-01-495825-0000
6163-01-439973-0000
6163-01-459957-0000
6163-02-501918-0000
6163-02-514726-0000
6163-02-526896-0000
6163-02-503892-0000
6163-01-487858-0000
6163-01-464935-0000
6163-01-490845-0000
6163-01-481804-0000
6163-01-488764-0000
6163-01-483793-0000
6163-01-469875-0000
6163-01-497805-0000
6163-02-558926-0000
6163-02-548915-0000
6164-03-428020-0000
6164-03-417035-0000





Pinebrook Expansion Water
Hyde Park, NY
Dutchess County Water District
Zone of Assessment

DISCLAIMER: pipeline shown for discussion purposes, but field verification is required to determine location of pipe in street.

---- Existing Water Main
—— Proposed Water Main
Parcels within Zone

N
W E
S

0 375 750 1,500 Feet

Dutchess County
Water and Wastewater Authority
1 LaGrange Avenue
Poughkeepsie, NY 12603

Sheet No.
1 of 1

Data Sources: Dutchess County Real Property Tax Service Agency
Prepared by: Dutchess County Department of Planning & Development

Date: February, 2025

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

APPENDIX "B"

Pinebrook Expansion Water System (County District Zone of Assessment "032")

Proposed Operation & Maintenance Costs

Adopted Water Rate Schedule – Effective January 1, 2025

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

DUTCHESS COUNTY WATER DISTRICT ZONES A & B – HYDE PARK REGIONAL WATER SYSTEM

Adopted Water Rate Schedule - Effective January 1, 2025

A. WATER CHARGES ARE BILLED TO THE PROPERTY OWNER WITHIN A REASONABLE PERIOD FOLLOWING THE CLOSE OF THE BILLING CYCLE:

Section 1000--Periods end February 28, May 31, August 31, and November 30
Section 2000--Periods end March 31, June 30, September 30, and December 31
Section 3000--Periods end February 28, May 31, August 31, and November 30

NOTE: *Rates subject to change on January 1, 2026

B. WATER CHARGES

1. Metered Usage Rate: $9.12 per 1,000 gallons + monthly service charge. (All customers subject to monthly service charge regardless of usage).
2. Monthly Service Charge:

In addition to the water charges described above, there will be a monthly service charge assessed according to meter/service size as follows:

Meter/Service Size:	Rate Per Month:
3/4 inch	$24.73
1 inch	$34.62
1.5 inch	$44.51
2 inch	$71.70
3 inch	$271.98
4 inch	$346.15
6 inch	$519.23
8 inch	$717.03
10 inch	$890.10
16 inch	$1,409.33

3. Domestic Non-metered (Based upon size of connection) + monthly service charge.

Meter/Service Size:	Rate Per Month:
3/4 inch	$114.00
1 inch	$177.33
1.5 inch	$253.33
2 inch	$380.00
3 inch	$1,097.77
4 inch	$2,195.54
6 inch	$6,755.51
8 inch	$13,511.02
10 inch	$25,333.16
16 inch	$67,555.09

C. MISCELLANEOUS CHARGES

See following definitions.

Charges:	Rates:	
Property Transfer Charge - Buyer	$60.00	
Property Closing Charge - Seller	$85.00	
Inaccessible Meter Charge	$100.00	*
Meter Re-Read Charge	$50.00	
Meter Tampering Charge	$50.00	**
Returned Check Charge	$20.00	
Service Restoration Fee	$150.00	
Service Tampering Charge	$50.00	***

D. PAST DUE BILL CHARGE

All arrears of water rents, charges and penalties after each due date shall be subject to interest computed at the annual rate of 21% or 5.25% per billing period.

E. RELEVY OF UNPAID BILLS

In September/October of each year all accounts in arrears will be referred to the property tax collector for inclusion on the following year's January tax bill. Included in these amounts will be a late charge of up to 4 months for the total amount due.

F. PROPERTY TRANSFER CHARGE - BUYER

There will be a charge assessed each time title to a property changes or transfers. The charge will appear on the next scheduled billing of the new property owner. This fee will cover the cost of establishing a new customer account along with preparing pro-rated bills as needed for both the new and former owner.

G. PROPERTY CLOSING CHARGE - SELLER

There will be a charge assessed to the current owner each time title to a property changes or transfers. The charge will appear on the final bill due on account and presented at closing of the property. This fee will cover operational and administrative costs incurred during the processing of account closeout.

H. SPRINKLER SYSTEM CHARGE

Service charge only for size of service line supplying the fire sprinkler system.

I. INACCESSIBLE METER CHARGE

An inaccessible meter charge may be assessed *each month to customers who refuse to allow access to their property for meter installation, who fail to remove obstructions encumbering access to the water meter or its remote read head, and/or who refuse access to their property for an indoor meter reading.

J. MULTIPLE REGISTER METER CHARGE

Each register billed for gallonage plus service charge - see above schedule.

K. METER READINGS

If there is a meter reading discrepancy between the meter (located inside) versus the remote read head (located outside), it is the meter that has precedence. Meter tampering is unlawful and may result in legal action.

L. METER TAMPERING CHARGE

Tampering with meter and meter appurtenances is prohibited. Tampering with meter and meter appurtenances will result in a fine** plus a surcharge for labor and materials for replacing and/or repairing the tampered equipment and shall be imposed on the next water bill.

M. RETURNED CHECK CHARGE

There will be a charge for each returned check. The Dutchess County Water and Wastewater Authority (DCWWA) reserves the right not to accept checks in the future.

N. RESTORATION OF WATER SERVICE

A customer may request water service to be temporarily suspended and shut off at the curb valve. However, the customer will remain financially responsible for all monthly service charges and applicable capital surcharges due per billing cycle while service is suspended. Additionally, a service restoration fee upon water turn on will be added to the next billing cycle.

O. SERVICE TAMPERING CHARGE

Water service is turned on or off at the curb or the main by the DCWWA. Unauthorized persons are not permitted to turn water on or off at the curb valve or corporation stop. The owner of the affected property shall be subject to a service tampering charge for each offense*** plus a surcharge for labor and materials for replacing and/or repairing the tampered equipment and shall be imposed on the next water bill.

APPENDIX "C"

Pinebrook Expansion Water System (County District Zone of Assessment "032")

COUNTY WATER DISTRICT
ZONES OF ASSESSMENT C, D, H, M and U (Not J or K)

PART COUNTY SEWER DISTRICT #1, 2, 3 & 6

BENEFIT ASSESSMENT METHODOLOGY

DEVELOPED LAND (Use the higher of either LAND USE/WATER USE or ACREAGE)

LAND USE/WATER USE

RESIDENTIAL	
FIRST DWELLING UNIT	**10**
EACH ADDITIONAL DWELLING UNIT	**8**
COMMERCIAL/INSTITUTIONAL:	
FIRST 500 GPD WATER USAGE	**20**
EACH ADDITIONAL 100 GPD	**4**

ACREAGE

FIRST 2 ACRES	**10**
EACH ADDITIONAL WHOLE ACRE	**2**

UNDEVELOPED LAND

FIRST 2 ACRES	**8**
EACH ADDITIONAL WHOLE ACRE	**2**

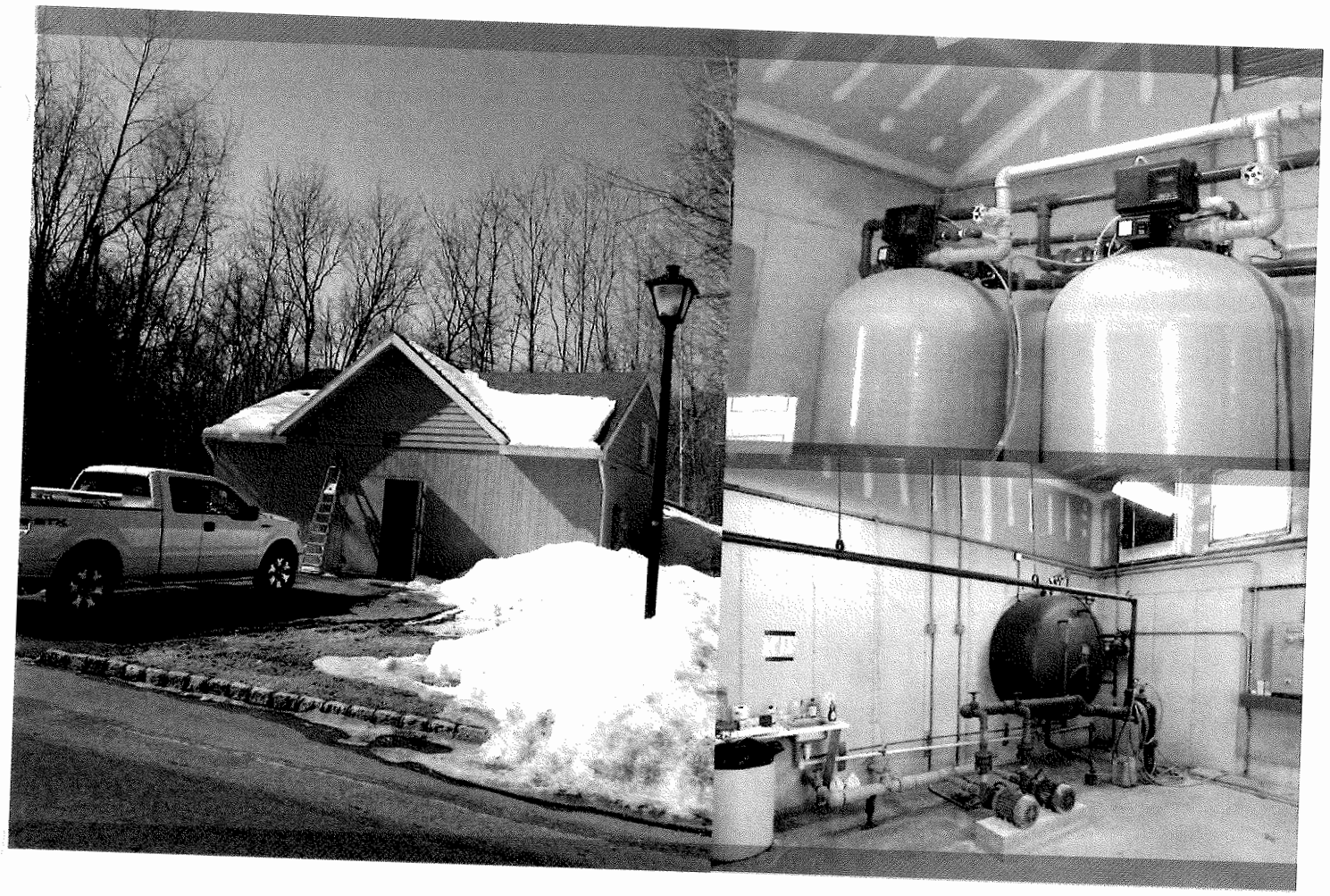
STATE PARK LANDS

FIRST 500 GPD WATER USAGE	**20**
EACH ADDITIONAL 100 GPD	**4**

APPENDIX "D"

Pinebrook Expansion Water System (County District Zone of Assessment "032")

Engineer's Report - Pinebrook Water District Evaluation, prepared by Tighe & Bond, last revised August 2014





FINAL REPORT

Pinebrook Water District Evaluation

Prepared For:

Town of Hyde Park, NY
and
Dutchess County Water and Wastewater Authority

August 2014

T&B Engineering, P.C.

This Report was prepared with funds provided by the New York State Department of State under the Shared Municipal Services Incentive Grant Program

T&B Engineering, P.C.

D-0280-1-01
August 21, 2014

Ms. Aileen Rohr, Supervisor
Town of Hyde Park
4383 Albany Post Road
Hyde Park, NY 12538

Mr. Jonathan Churins
Dutchess County Water and Wastewater Authority
27 High Street
Poughkeepsie, NY 12601

Re: Pinebrook Water District Evaluation

Dear Aileen and Jonathan:

T&B Engineering, P.C. (T&B) is pleased to submit to the Town of Hyde Park, NY and the Dutchess County Water and Wastewater Authority our draft report for the Pinebrook Water District Evaluation.

This report was prepared with funds provided by the New York State Department of State under the Shared Municipal Services Incentives Grant Program.

Executive Summary

T&B conducted an on-site review and inspection of the Town's Pinebrook Water District, as well as office studies evaluating the existing performance of the District. This report summarizes the results of our evaluation, including what improvements are recommended be made, and the cost of these improvements.

We hope that this report will meet the Town and Authority's goal of understanding the existing condition of the District, and can be used to determine the best path moving forward to upgrade the facilities in order to continue to meet regulatory requirements while keeping the cost impact as low as possible and ensuring a positive outcome for the Town's residents.

Overall, the District is in good condition. There are several mechanical and safety issues that must be addressed in the next 5 years, including new booster pumps and chemical feed system upgrades to address safety concerns, and a new roof will be required in the next 5 years. The District is currently addressing supply and water quality issues. The effectiveness of the existing treatment system will need to be monitored moving forward to determine if additional action will be required.

The following tables summarize the anticipated investment required in the system, and interconnection alternatives for the system, respectively. For additional detail regarding our recommendations, refer to Sections 2 and 3 of the report. Note that the table below includes the estimated total project cost, but does not include escalation. For additional breakout, refer to Appendix D of the report.

Action Category	Total Capital Cost
Urgent	$ 32,700
Short Term Planning/Studies	$ 26,100
Short Term – 5 years or less	$ 271,300
Long Term	$ 556,600
Total	**$ 886,700**

Interconnection Alternative	Total Capital Cost
Interconnection with Greenbush	$ 1,932,900
Interconnection with Arbors	$ 4,653,900
Interconnection with Hyde Park System via Violet Ave	$ 3,402,100
Interconnection with Hyde Park System via Holt Road	$ 1,183,300

Acknowledgments

We wish to thank the Town of Hyde Park, the Pinebrook Water District Advisory Committee, the Dutchess County Water and Wastewater Authority, and VRI for their assistance throughout the project and the development of this report. We especially acknowledge the assistance provided by you, Wayne Maybe, and Dale Post.

This report was prepared by Tighe & Bond personnel under the general supervision of Paul E. Malmrose, P.E., Vice President. Darleen P. Buttrick, P.E. served as project manager. The field inspection team consisted of Darleen P. Buttrick, P.E. (civil/process), David Sullivan, P.E., (structural), Marek Strojvus (electrical/HVAC/instrumentation and controls), and David Horowitz, P.E. (safety/tanks).

We look forward to reviewing the results of our evaluation with you.

Very truly yours,

TIGHE & BOND, INC.

Darleen P. Buttrick, P.E.
Project Manager

Approved by:

Paul E. Malmrose, P.E.
Vice President

Enclosures

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Engineering, P.C.

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C Inspection Reports, Checklists, and Inventories
D Supporting Documentation – Budgetary Cost Estimates

Section 1
Background

1.1 Introduction

The Pinebrook Water District (District) is located in the southwest corner of the Town of Hyde Park, NY, as shown in Figure 1-1 below. The District serves approximately 132 residential connections located along Pinebrook Drive and Newington Drive in the Pinebrook Estates condominium development.

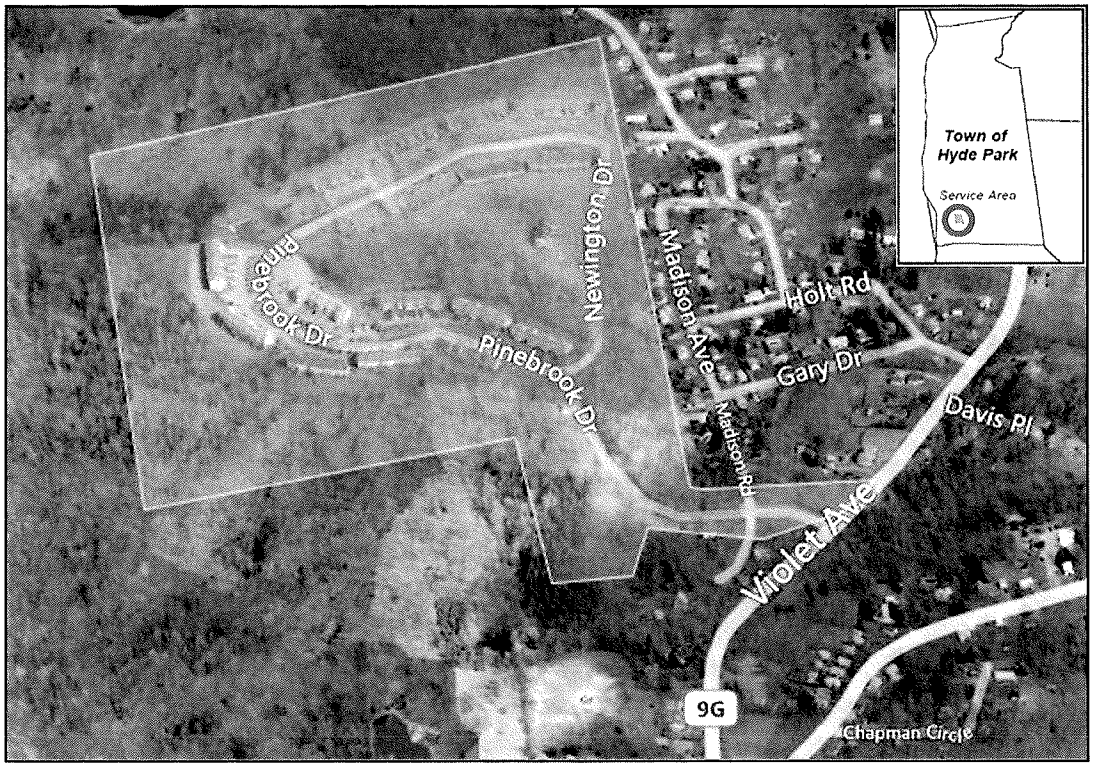


Figure 1-1 Pinebrook Water District

The District was originally formed in 1987, when three wells were constructed along with the treatment facility, 24 condominium units, and a portion of the water distribution system. In 2001, a new developer purchased the project and completed construction of the remaining units and water distribution system. Also at that time, one of the existing wells was abandoned and a new well installed. In 2010, the Town of Hyde Park acquired the water system, and the Water District Advisory Committee was formed to assist the Town in effective administration of the District

The District's facilities include three wells, two water softening treatment units, two atmospheric storage tanks, two booster pumps, one hydropneumatic tank, and one wellhouse/treatment building. Water is delivered to the distribution system with over 1.5 miles of 6-inch ductile iron water mains.

The Town of Hyde Park has been striving to optimize delivery of water and sewer services to their residents. In working toward this goal, the Town formed Reorganization Study Committees, and joined with the Dutchess County Water and Wastewater Authority (DCWWA) in 2013 to secure funding through a Local Government Efficiency Grant for completion of a facilities evaluation for the system. The goal of this report is to provide the Town with a tool that can be used to understand the condition of the District, what improvements need to be made, and the cost of those improvements.

The results of this report will be used to understand the options for effectively operating the District, with the ultimate goal of improving efficiency, reducing costs and ensuring positive outcomes for the Town's residents.

The project kick-off meeting and field visit were completed on March 11, 2014. A prioritization workshop was conducted with the representatives from the Town, the Reorganization Committee, the Town's engineer, and the DCWWA on April 10, 2014 to review the preliminary findings and further prioritize the needs of the District. The PowerPoint slides from the workshop are available in Appendix A. The scope of work for the evaluation is summarized in Section 1.2 below. The results of the source and treatment evaluation are presented in Section 2, the results of the distribution system evaluation are presented in Section 3, and Section 4 summaries the budgetary costs for the recommended improvements.

1.2 Evaluation Scope

1.2.1 Source and Treatment Evaluation

The scope of the source and treatment evaluation included the following:

- Determination of current source and treatment system's capacity and surplus/deficit in capacity
- Review of monthly operation reports to determine violations of drinking water standards, required sampling, testing and other system non-compliances
- Evaluation of treatment process versus current standards
- Facilities Evaluation to determine condition of treatment equipment, the facility structure, and support systems. The following items were considered during the facilities evaluation:
    - Civil – Access roads, pavement condition, sidewalks, fencing, gates, and drainage structures
    - Security – Physical protection systems including entrance gates, perimeter fencing, and intrusion detection systems utilizing a security checklist
    - Safety - Safety concerns such as chemical containment and spill prevention, proper ventilation of hazardous areas, suitable walkways and handrails, and protection for electrical equipment, open tanks and manholes.
    - Process/Mechanical – Major mechanical equipment, chemical feed systems, process valves and actuators, equipment accessibility, and compliance with Dutchess County Sanitary Code, New York State Codes,

Rules and Regulations, Title 10 – Part 5 – Subpart 5-1 – Public Water Systems (Part 5), and the Great Lakes Upper Mississippi Board Recommended Standards to Water Works and Wastewater Facilities, also known as the "10 States Standards"

- Structural/Architectural – Windows, doors, roof systems, structural integrity of structures, condition of miscellaneous metals and painted surfaces including handrails, and compliance with DOL Chapter Lab 1400/OSHA safety requirements and the International Building Code (IBC)
- Electrical – Major electrical equipment including generators, panelboards, motors, lightning protection, lighting systems, and compliance with National Electric Code (NEC) and National Fire Protection Association (NFPA) guidelines
- HVAC – Air handling equipment including intake louvers and exhaust fans, unit heaters, and moisture control equipment including dehumidifiers and sump pumps.
- Instrumentation and Controls – Pressure transmitters, analyzers, and other process instrumentation and control equipment

- Identification of short term and long term capital improvements with probable construction and project costs.

1.2.2 Distribution System Evaluation

The scope of the source and treatment evaluation included the following:

- Evaluation of current distribution system capacity and pressures, and evaluation of additional future average and peak demands
- Determination of ability to provide fire flow and complete effective distribution system flushing
- Review of adequacy of easements
- Identification of short term and long term capital improvements with probable construction and project costs

1.2.3 Exclusions

The scope of work for the District evaluation did not include the following:

- Pump tests for evaluation of pump performance or well yields
- Hydrant flushing to verify system pressures
- Individual review of customer meters
- Underground piping and valves including leak detection testing
- Water quality sampling
- Interior of water storage tanks – inspection was limited to an exterior visual inspection

Section 2
Source and Treatment Evaluation

2.1 Existing System

The Pinebrook Water District source and treatment system includes three wells, a wellhouse/treatment building, a sodium hypochlorite feed system, a softening treatment system, two atmospheric storage tanks, two booster pumps, and a hydropneumatic tank. Figure 2-1 shows a schematic of the existing system.

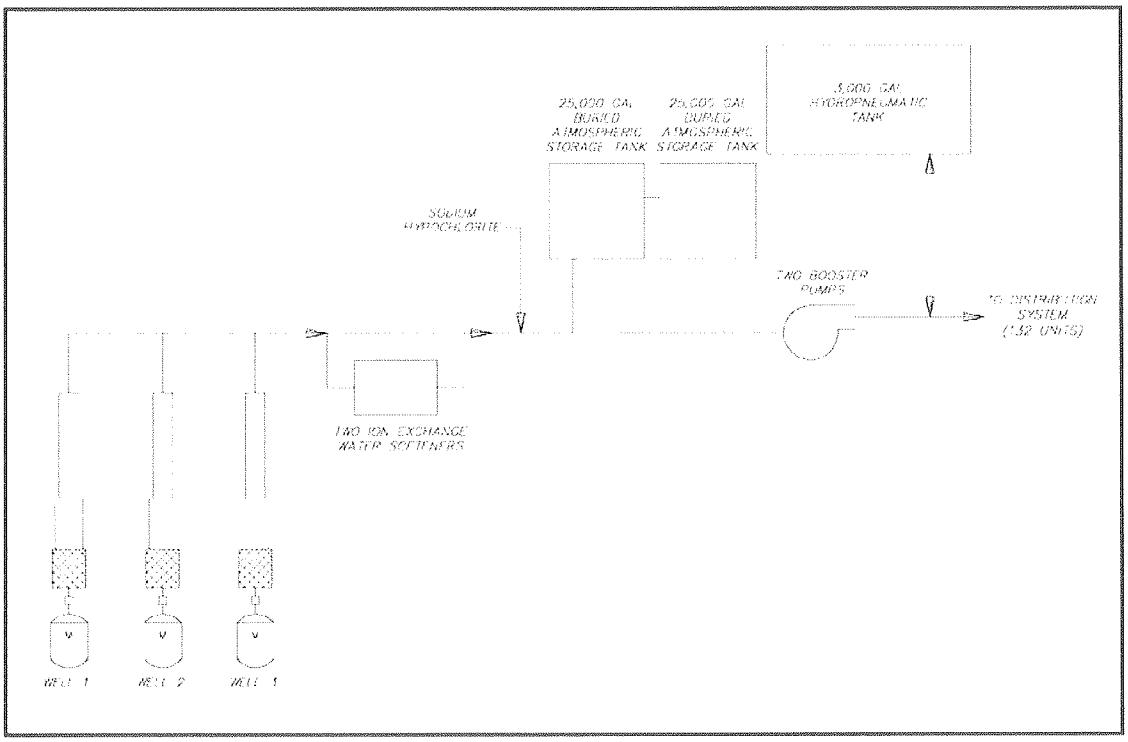


Figure 2-1 Existing System Schematic

2.2 Capacity Evaluation

The Pinebrook Water District has three onsite groundwater wells. According to system operators, Well 1 is the primary well, and Well 2 is the backup well. Well 3 is operational but not currently connected to the system. Details regarding the construction of the wells were not available.

2.2.1 Existing Capacity

Existing well capacity was estimated based on historical records and the Dutchess Department of Health (DOH) inspection reports. Pumping capacities are based on information obtained from the DOH Letter dated September 12, 2011. The DOH issued an inspection letter on April 22, 2013 indicated that Well 1 was producing 54 gpm at the

time of the inspection. The estimated pumping capacities from the historical records are summarized in Table 2-1 below.

Table 2-1
Groundwater Well Capacities

Well No.	Capacity[1]	Comments
Well 1	44 gpm	Primary
Well 2	43 gpm	Online and connected/backup
Well 3	50 gpm	Operational/not connected
Total	137 gpm	

(1) Well production based on 2011 Dutchess DPH Letter (2013 DPH Letter did not provide production for each well)

We recommend that flow testing be completed on the wells to confirm their existing capacity. Following this testing, we recommend that well level instrumentation and individual flow meters be installed in order to monitor well production over time and track the need for well redevelopment or improvements.

2.2.2 Existing Demands

Each well is equipped with a totalizing flow meter to measure total flow from each well. However, the flow meters do not have a means to measure and record instantaneous flow. As such, monthly operating reports were reviewed in order to evaluate well production for the District. Monthly operating reports from August 2012 through July 2013 were evaluated as well as DOH inspection reports. A summary of the production data during this period is presented in Table 2-2 below.

Table 2-2
Production Summary

Year	Month	Total Monthly Production (gal)	Average Demand (gpd)	Max Day Production in Month (gal/day)
2012	Aug	422,100	13,616	29,200
2012	Sept	412,200	13,740	27,400
2012	Oct	483,200	15,587	32,600
2012	Nov	428,000	14,267	20,700
2012	Dec	488,200	15,748	48,200[1]
2013	Jan	455,400	14,690	20,500
2013	Feb	340,100	12,146	22,300
2013	Mar	448,200	14,458	20,100
2013	Apr	455,100	15,170	22,200
2013	May	464,600	14,987	22,200
2013	June	433,000	14,433	20,000
2013	July	467,000	15,065	29,200

(1) This data point is considered an outlier and not representative of daily production because maximum day demand does not typically occur during December.

As illustrated in Figure 2-2 below, demands have been relatively consistent throughout the period of record. Average day demand during this period was calculated as 14,513 gpd, or 10 gpm. This equates to approximately 110 gallons per residential unit per day, which in our experience is within the reasonable range for domestic demands. The maximum day demand during this period occurred on December 26, 2012, and was 48,200 gpd, or 33 gpm. Maximum day demand does not typically occur during December and the recorded production on other days during December was significantly lower. Therefore, this data point is not considered representative of daily demand for the district. As such, the maximum day demand was calculated based on the next highest demand day, which was October 2, 2012, and was 32,600 gpd, or 23 gpd.

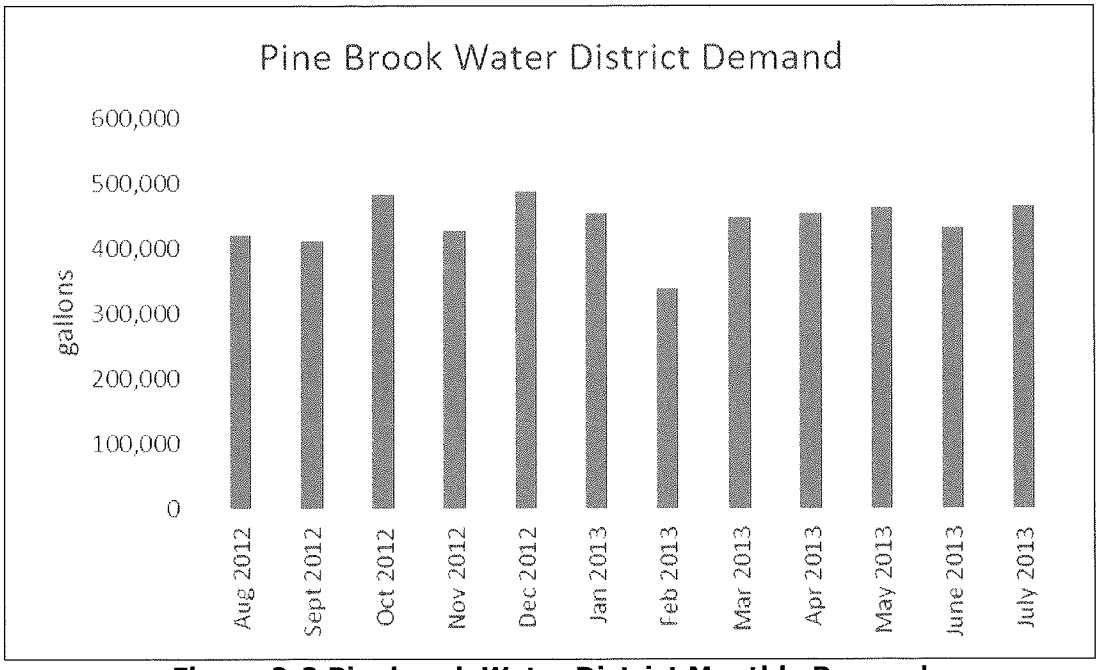


Figure 2-2 Pinebrook Water District Monthly Demand

Based on discussions with District representatives, there is no history of significant water main failures, and there is no reason to believe that there is an issue with a high percentage of unaccounted for water in the system that would necessitate leak detection testing for the system.

2.2.3 Adequacy of Supply

According to 10 States Standards, the total developed groundwater source capacity shall equal or exceed the design maximum day demand with the largest producing well out of service. Table 2-3 below summarizes the current system demands and system capacities.

Table 2-3
Average and Maximum Day Demand Summary

Demand Condition	Demand (gal/day)	Demand (gpm)
Average Day Demand (ADD)	14,513	10
Maximum Day Demand (MDD)	32,600	23
Firm Capacity	125,280	87

With the largest production well out of service (Well 3), the total groundwater source capacity is 87 gpm if Wells 1 and 2 are operational. According to recent production data, maximum day demand is 33 gpm, which is less than the individual capacities of Wells 1 or 2. However, Well 1 was noted as the only working well at the time of a DOH inspection conducted on March 12, 2013. A violation was issued in 2013 for failure to provide a second source, which can provide sufficient water to meet the maximum day requirements with Well 1 out of service. The District is currently making improvements to the softening treatment units so that Well 2 can be returned to service. With this improvement, the system has sufficient capacity to meet 10 State Standards requirements.

Based on the average day demand of 14,513 gpd, the average residence time of the tanks is 3.4 days. According to the 10 State Standards, systems should be designed to minimize residence times to maintain treated water quality. Loss of chlorine residual may be a concern at higher residence times. However, we don't typically anticipate groundwater to have negative water quality impacts from a mean residence time of 3.4 days. We would recommend cleaning the tank and checking for the buildup of iron and manganese, which may precipitate out of the groundwater following chlorination. Given that the District does not have redundancy of sources, it is favorable that the District has a total of 50,000 gallons of storage. The water storage tank provides emergency storage. Under max day demand, the current storage would provide water for approximately 1.5 days if none of the groundwater wells were operating.

2.2.4 Future Demands

The Pinebrook Water District currently provides water to 132 residential units in Pinebrook Estates. There are no vacant areas to construct additional units within the Pinebrook Estates development. As such, there is no immediate build-out potential for the District.

2.3 Water Quality and Treatment Evaluation

2.3.1 Introduction

A water quality and regulatory compliance review was completed for the District to evaluate the performance of the treatment system components. Monthly operating reports were reviewed to identify system non-compliance for items such as required sampling and testing, as well as to evaluate water quality data versus existing water quality regulations applicable to the facility. The following were considered as part of the review:

- Dutchess County Sanitary Code
- New York State Codes, Rules and Regulations, Title 10 – Part 5 – Subpart 5-1 – Public Water Systems (Part 5)
- United States Environmental Protection Agency (EPA) Drinking Water Standards

2.3.2 Compliance Monitoring

As detailed in the most recent DOH inspection letter dated April 22, 2013 the following is a summary of the sampling requirements for the Pinebrook Water District:

Table 2-4
Current Pinebrook Sampling Requirements

Contaminant	Sampling Frequency
Total coliform	1 sample per month
Chloride	1 sample per year
Iron & Manganese	1 sample per quarter
Radiological	1 sample every 3 years
Inorganic Chemicals	1 sample every 3 years
Principal Organic Compounds	Sample each well every six years
Sodium	1 sample per year
Asbestos	Waiver received – renewal of waiver due by 2017
Nitrate	1 sample per year
Lead & Copper	5 samples every 3 years
Disinfection byproducts	1 sample every 3 years
Synthetic Organic Chemicals	Waiver received – next sample due 12/31/14

In general, the District has performed the required contaminant sampling, with the following exceptions:

- In 2011, a violation was issued for only collecting two quarterly iron and manganese samples. Iron and manganese samples must be collected every quarter.
- Prior to the Town taking ownership of the system, the District did not complete the 2009 annual water supply statement.

In addition, we were unable to confirm whether the following samples requirements are outstanding, as sampling data was not provided:

- 2013 chloride and sodium samples from the "distribution system." Raw water samples were collected from Well 3 on July 30, 2013, but it does not appear that a sample was collected from the "distribution system" in 2013 for chloride and sodium.

- 2013 radiological data
- 2013 principal organic compounds data from each well in 2013 - Only data for Well 3 sampled on July 30, 2013 is available

2.3.3 Water Quality

Water quality records from 2004 through 2014 were evaluated versus state and federal requirements. A summary of the most recent water quality results for the required sampling parameters is presented in Table 2-5 below, along with the regulated concentration for each parameter. It is noted that iron and manganese data is summarized in Table 2-6 below.

TABLE 2-5
Water Quality Parameters

Contaminant	Sample Date	Concentration	Regulatory Limit
Total Coliform	3/12/14	Absent	No positive sample
Nitrate	1/22/13	2.08 mg/L	10 mg/L
Lead	9/25/13	0.002 mg/L	0.015 mg/L[1]
Copper	9/25/13	0.62 mg/L	1.3 mg/L[1]
Combined Radium-226 and Radium-228	3/2/2010	4.77 PCI/L	5 PCI/L
Gross Alpha	3/2/2010	6 PCI/L	15 PCI/L
Gross Beta Particle Activity	3/2/2010	4.3 PCI/L	50 PCI/L
Uranium	3/2/2010	2.4 PCI/L	20 PCI/L
Barium[3]	5/14/13	0.127 mg/L	2 mg/L
Chloride[4]	12/7/12	230 mg/L	250 mg/L
Sodium[4]	12/7/12	128 mg/L	*See note
Disinfection Byproducts	9/11/12	TTHM: 56 µg/L HAA5: 20 µg/L	TTHM: 80 µg/L HAA5: 60 µg/L
Principal Organic Chemicals	Well 3: 7/30/13 Well 1 & 2: 2/16/07	ND[2]	0.005 mg/L
Specific Organic Chemicals	Well 3: 7/30/13 Well 1 & 2: 2/16/07	ND[2]	Individual Limits[5]

[1]Lead and copper concentration and limit is for 90th percentile of all samples

[2]ND: Non-Detect

[3]Only detected Primary Inorganic Chemicals are shown

[4]Sodium and chloride samples collected from distribution system in 2012 rather than 2013 samples from Well 3 provided since regulatory samples should be collected from the Distribution System based on the 2013 DOH Letter.

[5]Specific Organic Chemicals have individual regulatory limits

*Water containing 20 mg/L or more of sodium should not be used for drinking by people on severely restricted sodium diets

As shown in the table, the majority of sampling parameters are below the regulatory limits, with the exception of iron, manganese, sodium, and hardness. The District has had historically had issues with high iron and manganese levels, especially in Wells 2 and 3. Recent iron and manganese sampling results are summarized in Table 2-6 below.

TABLE 2-6
Iron and Manganese Sampling Data

Sample Date	Iron (mg/L)*	Manganese (mg/L)*	Total (Fe + Mn) (mg/L)*
7/1/2011	0.035	0.027	0.062
8/15/2011	**1.52****	**0.575****	**2.095****
8/16/2011	**2.45****	**0.47****	**2.92****
3/23/2012	0.02	0.14	0.16
6/26/2012	0.056	0.035	0.091
12/17/2012	0.236	0.074	0.31
5/14/2013	0.036	0.028	0.064

*The standards listed are NY State Drinking Water Standards. The MCL for iron and manganese is 0.3 mg/L. The concentration of both should not exceed 0.5 mg/L.
**Bolded value indicates exceedance of MCL. During this period of time, Well 1 (the good quality well) was out of service for replacement

It is noted that the NY State Drinking Water Standards are more stringent than the Federal USEPA Secondary Standards for iron and manganese. The NY State Drinking Water Standards are considered MCLs and are 0.3 mg/L for iron and 0.3 mg/L for manganese. The total concentration of both iron and manganese should not exceed 0.5 mg/L. The USEPA Secondary Standards for iron and manganese are 0.3 mg/L and 0.05 mg/L, respectively.

Well 1 is typically operated due to its higher quality. However, for a period of time in August 2011, Well 2 was in operation while the pump, motor, and piping for Well 1 were replaced due to a failure of the well pump. As a result, the concentrations of iron and manganese exceeded the MCL for samples collected in August 2011. In September 2011, the District received a violation for exceeding the DOH iron and manganese MCL.

Subsequent samples collected in 2012 for iron and manganese when Well 1 was back in operation were below the DOH MCL, but manganese levels were still above the USEPA Secondary Standard of 0.05 mg/L in some samples. As detailed in the DOH letter dated September 12, 2011, future iron and manganese issues may be avoided by maintaining the softeners in an operational condition. The softeners have reportedly not been operating for years. The District plans to return the softeners to service so that Wells 2 and 3 can be exercised without impacts on water quality.

The District also has issues with elevated hardness. Table 2-7 summarized hardness data collected from various locations. All the hardness numbers are well above 80 mg/L

at which water is considered to be moderately hard. According to District representatives, most customers have home-based softening units installed. The water plant softeners will be able to remove much of the hardness once they are operational. It is recommended that the District continue to monitor both raw and finished water hardness.

Table 2-7
Hardness Data

Sample Location	Sample Date	Hardness (as $CaCO_3$ mg/L)
Distribution System	2/8/2005	334 MG/L
Distribution System	7/18/2007	398 MG/L
Well 1	8/3/2007	400 MG/L
Well 2 (In Pump House)	8/3/2007	514 MG/L
Distribution System	10/23/2008	446 MG/L
Distribution System	10/24/2008	441 MG/L
Distribution System	10/27/2008	450 MG/L

The District also has high sodium levels (52 to 128 mg/L). The NY State Drinking Water Standards note that water containing more than 20 mg/L of sodium should not be used for drinking by people on severely restricted sodium diets. The high sodium levels were noted in the District's Annual Drinking Water Quality Report for 2012.

In addition, the federal secondary limit for Total Dissolved Solids (TDS) is 500 mg/L, which is the sum of the hardness, sodium and other ions. With hardness ranging from 334-514 mg/L and sodium ranging from 52-128 mg/L, secondary TDS is probably exceeded depending on the well in operation.

It should also be noted that on August 15, 2011, a positive coliform sample was collected during routine sampling. The five repeat samples were negative. As noted below in Section 2.4, the sample taps in the treatment building are not smooth nosed. Smooth nosed sample taps are recommended to avoid bacterial contamination during the sampling process with growth that may be present on the threads of the tap. We recommend that the taps be replaced as soon as possible to help prevent a future false positive.

2.3.4 Treatment System Review

The system is equipped with two Maclean ion exchange/softening units. The units were not in operation at the time of our field visit, and according to District representatives have not been in operation for many years.

The District was issued two violations in 2013 relative to the treatment system. One violation was related to the inability to operate more than one well at the facility, since treatment is required to operate Well 1 or 3. Also, the DOH noted a violation related to

modifications to the softener backwash system, which the Town disputed, since no modifications were made to the system.

Additional deficiencies related to the treatment system are discussed in more detail in the facility evaluation section below. It is our understanding that, following our visit, modifications were made to the units to repair the backwash system and address the deficiencies noted by DOH. In order to optimize treatment and extend the life of the units, we recommend that, once the units are back online, the District blend the raw water prior to entry into the softening units.

As noted above, the raw water from the wells also has very high levels of hardness and sodium. Based on this information, it is important to note the following:

1. If alternate iron and manganese treatment were installed, the softeners would still be desirable to treat naturally occurring hardness. It must be noted that according to District representatives, the majority of residential units in the development have water softening units. However, regulations do not allow for consideration of customer softeners when comparing water quality to requirements.

2. Softeners (or ion exchange units) similar to those installed at the facility work by removing one mole of iron or manganese and replacing with one mole of sodium. The amount of sodium that is added to the water should be minimal, less than 1 or 2 mg/L. The concentration of naturally occurring sodium in the raw water source is very high (up to approximately 128 mg/L), and so is almost 65 times higher than the quantity that will be added from the softening process.

Because the units have not been in operation for many years, their ability to effectively remove iron and manganese is unknown. However, based on historical records, we believe that this treatment system will be adequate. Once the units are back online, the District should monitor performance to confirm that treatment using the units is sufficient. Also, we recommend that both raw and finished water sodium, hardness, and TDS levels be monitored, to determine the actual amount of sodium added to the finished water via the softening process and to determine if the system is in compliance with the secondary limit for TDS.

2.3.5 Regulatory Review

The major drinking water regulations promulgated to date that pertain to the District's treatment facilities include:

- Surface Water Treatment Rule (SWTR)
- Total Coliform Rule (TCR) and Revised Total Coliform Rule (RTCR)
- Groundwater Rule
- Lead and Copper Rule
- Radionuclides and Arsenic Rule
- Stage 2 Disinfectants/Disinfection By-Products Rule (DBPR)

A discussion of applicable drinking water quality regulations follows.

2.3.5.1 Surface Water Treatment Rule

The SWTR was promulgated in 1989 and is applicable to all public water systems that use either surface water or groundwater under the direct influence of surface water. The wells are not located near any large surface water bodies and not influenced by surface water such as lakes, rivers, and streams. As such, further evaluation of the District with respect to the Surface Water Treatment Rule was not completed.

2.3.5.2 Total Coliform Rule and Revised Total Coliform Rule

The Total Coliform Rule (TCR) was promulgated on June 29, 1989. This rule sets microbial standards and requires routine microbial monitoring of distribution systems. Under the current (1989) TCR, routine monitoring for total coliform bacteria is required. The number of samples that must be collected depends on the population served. If a sample is positive for total coliform, repeat samples must be collected, and the total coliform positive samples must be tested for fecal coliform or *E. coli*. Under the TCR, if a threshold number of total coliform samples is exceeded in any month (5% of samples collected for systems serving >40,000 people), an MCL violation occurs.

The 1989 TCR remains effective until March 31, 2016. PWSs and primacy agencies must comply with the requirements of the Revised Total Coliform Rule (RTCR) beginning April 1, 2016. The RTCR includes some significant changes from the 1989 TCR. The RTCR sets an *E. Coli* MCL; however, under the RTCR there is no longer a monthly MCL violation for multiple total coliform detections. Instead, the RTCR requires systems that have an indication of coliform contamination in the distribution system to assess the problem and take corrective action ("treatment technique"). The treatment technique requirements provide that a PWS that exceeds a specified frequency of total coliform occurrence must conduct a Level 1 or Level 2 assessment to determine if any sanitary defect exists and, if found, to correct the sanitary defect.

The number of samples taken each month will continue to depend upon the population served. If a positive total coliform test occurs, repeat total coliform samples must be taken and *E. coli* tests must be run on the positive total coliform sample and repeat samples. The RTCR specifies the frequency and timing of the microbial testing by water systems based on population served, system type, and source water type.

The RTCR requires public notification when there is a potential health threat as indicated by monitoring results (i.e., a positive *E. coli* test in conjunction with one or more positive total coliform tests), and when the system fails to identify and fix problems as required; however, multiple positive total coliform tests in and of themselves will no longer require public notification.

Systems with groundwater sources not providing 4-log virus inactivation upstream of the first distribution system customer at each source must collect samples from the ground water source(s) in the event of a positive total coliform sample collected during routine monitoring.

As noted above, one sample taken in 2011 was positive for coliform, but repeat samples were negative. Compliance with the RTCR should continue to be monitored by the District.

2.3.5.3 Groundwater Rule

The Groundwater Rule became effective December 1, 2009. A letter was sent to the District on November 10, 2009 from the DOH regarding the rule and its effect on the District. This rule addresses microbial pathogen risks through a risk-targeting approach that relies on four major components:

1. Assessment Monitoring - Periodic sanitary surveys of ground water systems that require the evaluation of eight critical elements and the identification of significant deficiencies (e.g., a well located near a leaking septic system). We are not aware of any assessment monitoring that was performed.

2. Source Water Monitoring – Source water monitoring to test for the presence of E. coli, enterococci, or coliphage in the sample. Triggered monitoring will be required for systems that do not already provide treatment that achieves at least 99.99 percent (4-log) inactivation or removal of viruses and that have a total coliform-positive routine sample under Total Coliform Rule sampling in the distribution system. To avoid having to comply with triggered source water monitoring, GW systems may choose to use chemical disinfection to achieve 4-log inactivation of viruses.

3. Corrective actions required for any system with a significant deficiency or source water fecal contamination. The system must implement one or more of the following correction action options:

    - Correct all significant deficiencies,
    - Eliminate the source of contamination,
    - Provide an alternate source of water, or
    - Provide treatment which reliably achieves 99.99 percent (4-log) inactivation or removal of viruses.

4. If a system elects to provide 4-log inactivation or removal of viruses, compliance monitoring is required to ensure that treatment technology installed to treat drinking water reliably achieves at least 99.99 percent (4-log) inactivation or removal of viruses.

As noted above, one sample taken in 2011 was positive for coliform, but repeat samples were negative. Compliance with the GWR should continue to be monitored by the District. We are not aware of any correspondence between DOH and the District regarding the GWR; however, it should be noted that the DOH may require assessment monitoring based on the history of a coliform detection in the system.

2.3.5.4 Lead and Copper Rule

The Lead and Copper Rule was promulgated in June 1991 and went into effect in December 1992. The rule developed MCLGs and action levels for both lead and copper in drinking water. The major difference between this regulation and most others is that the monitoring requirements apply to samples collected at the customer's tap, not the treatment plant discharge point. For compliance, the samples at the customer's tap must not exceed the following action levels:

- Lead: 0.015 mg/L detected in the 90th percentile of all samples
- Copper: 1.3 mg/L detected in the 90th percentile of all samples

If action levels are exceeded, water systems are required to collect source water samples and submit all data to the State with a treatment recommendation to reduce concentrations below the action level. In addition, if the lead action level is exceeded, the water system is required to present a public education program to its customers within 60 days of the action level exceedance. The education program must be continued until the samples are found to be below the lead action levels.

In 1999, minor revisions to the lead and copper rule were promulgated to streamline requirements and to reduce some burdens on water systems. No changes to the action levels or MCLGs were made. Small changes were made to reduce the frequency of monitoring for systems with low lead and copper tap levels, as well as to update the analytical methods used for compliance.

Compliance with the Lead and Copper Rule has not been an issue of concern for the District and it is not anticipated that future compliance will be an issue.

2.3.5.5 Radionuclides and Arsenic Rule

The original radionuclides rule was proposed in July 1991. However, court action delayed the final promulgation of the rule until June 2001. The rule is applicable to all community water systems of all size categories, with the purpose of reducing exposure to radionuclides that are classified as carcinogens. Table 2-8 lists the existing MCLs for regulated radionuclides.

TABLE 2-8

Regulated Contaminants Under the Radionuclides Rule

Contaminant	MCL	MCLG
Beta/Photon Emitters[1]	4 mrem/yr	0
Gross alpha particle	15 pCi/L	0
Combined Radium 226/228	5 pCi/L	0
Uranium	30 μg/L	0

[1]A total of 168 individual beta particle and photon emitters may be used to calculate compliance with the MCL.

The final Arsenic Rule was promulgated in January 2001. The EPA lowered the arsenic standard for drinking water to 10 μg/L to protect consumers against the effects of long-term, chronic exposure to arsenic. The new standard applies to all community water systems and became effective on January 23, 2006.

Compliance with the Radionuclides and Arsenic Rules has not been an issue of concern for the District and it is not anticipated that future compliance will be an issue.

2.3.5.6 Stage 2 Disinfectants/Disinfection By-Products Rule (DBPR)

Stage 1 of the Disinfectants and Disinfection By-Products Rule (DBPR) was finalized in December 1998. This rule established MCLs of 80 μg/L for total trihalomethanes (TTHMs) and 60 μg/L for five haloacetic acids (HAA5). The Stage 1 DBPR also sets maximum residual disinfectant levels (MRDL). Chlorine is limited to 4.0 mg/L as Cl_2, based on a running annual average. Samples for chlorine are required to be taken at the same points in the distribution system.

The Stage 2 DBPR was proposed in the *Federal Register* on August 18, 2003 and promulgated in January 2006. The final rule sets forth a phased approach to implementing the Stage 2 DBPR requirements. Completion of an initial distribution system evaluation (IDSE) was required on a staggered schedule. Small systems serving less than 500 people were granted a waiver from the IDSE.

Under the Stage 2 DBPR, MCLs for TTHMs and HAA5 remain the same as the Stage 1 running annual averages of 80 and 60 μg/L. Instead of reducing the MCLs, the Stage 2 DBPR is intended to reduce DBP occurrence peaks in the distribution system by changing the compliance monitoring provisions. Compliance with the MCLs will be determined based on a locational running annual average (LRAA) at each identified sample location under the IDSE. The Stage 2 DBPR also established operational evaluation requirements that are initiated by the TTHM and HAA5 levels found during the Stage 2 compliance monitoring. These requirements are not anticipated to affect the District. The District began compliance with the Stage 2 monitoring requirements in October 2013.

The District is currently following a reduced DBP sampling schedule as a result of having exceptional water quality, and so DBP sampling is conducted once every three years.

2.4 Facility Evaluation

2.4.1 Introduction

On March 11, 2014, a facility inspection was conducted to review existing conditions at the site. Figure 2-3 shows a general layout of these structures at the site. The following buildings/structures were visually inspected:

- Wellhouse/Treatment Building and Well 1 (1)
- Well 2 (2)
- Well 3 (3) (formerly Well 4. The original Well 3 was abandoned)
- Hydropneumatic tank (4) and atmospheric tanks (5)

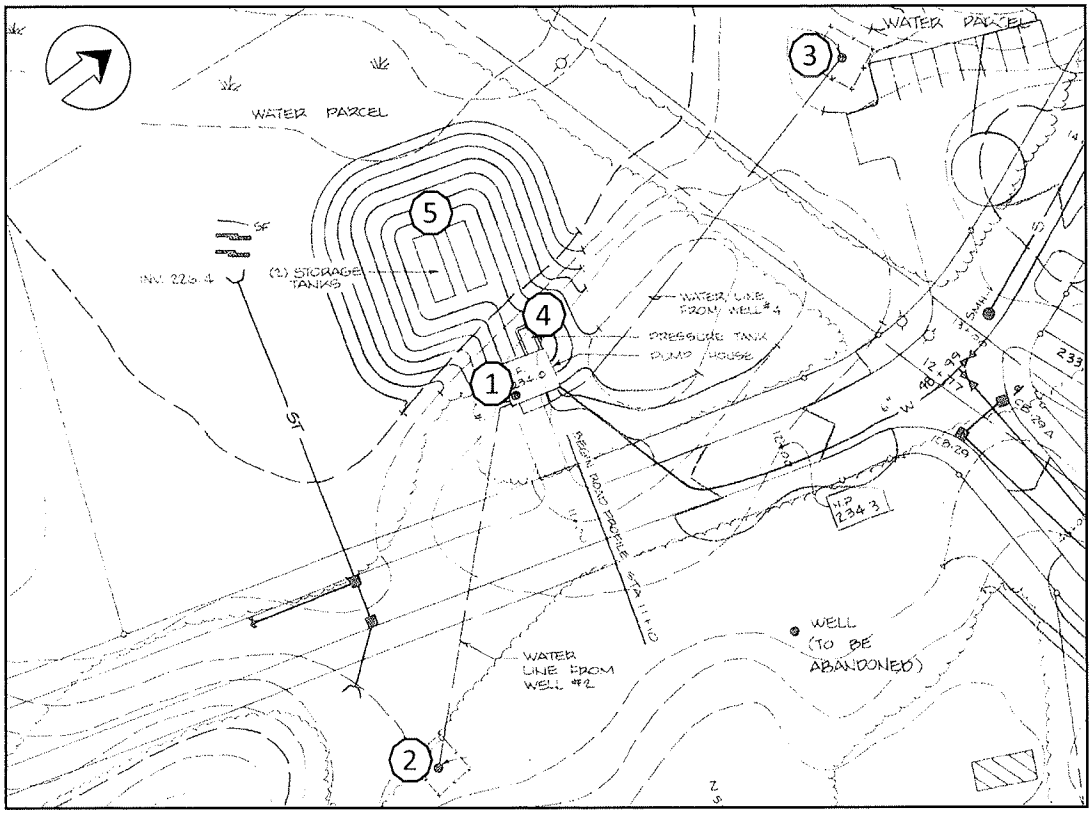


Figure 2-3 Pinebrook Water District System

Recommended improvements are discussed below, with a summary of the recommendations presented in Section 2.5 below. Major observations are discussed below and organized per discipline as follows:

- Site/Civil/Security
- Safety
- Process/Mechanical and Instrumentation/Controls
- Structural/Architectural
- Electrical and HVAC

Appendix B contains photographs taken during the inspections that are referenced throughout this Section. Appendix C contains a detailed facility inspection report, checklists, and worksheets for each facility visually inspected. Appendix D includes detailed budgetary cost estimates for the recommended improvements.

Overall, the existing system is in good condition. There are several mechanical and safety issues that must be addressed in the next 5 years, including new booster pumps and chemical feed system upgrades to address safety concerns, and a new roof will be required in the next 5 years. Additional details are provided below.

2.4.2 Useful Life of Equipment

The service life of equipment as presented in this section is based upon our discussions with equipment manufacturers and representatives as well as T&B's experience over the years. Table 2-9 summarizes the expected equipment life for the equipment found at the facility. Recommendations for replacement are often based on the expected equipment life; however, it must be noted that some equipment units have longer or shorter operating lives depending upon the original quality of the equipment and installation, the specific environment and service conditions, and notable operation and maintenance difficulties. Additional details regarding equipment service lives are presented below.

Pumps and Valves –The typical average design life for pumps is approximately 20-30 years, although pumps are often in service for a longer period of time. According to our discussions with pump manufacturer representatives, pumps can be rebuilt one or two times; however, following the second rebuild, the pumps should be replaced due to a loss in operating efficiency. The typical design life for process valves by today's standards is 25 to 30 years. The average design life of cast iron valves is expected to be longer.

Chemical Feed Equipment - The typical average design life for diaphragm-style metering pumps is approximately 5 to 10 years; however this may vary depending on the chemical being pumped. According to system operators, the existing pumps typically operate for 2 to 5 years, which is on the very low end of this range. Wet and/or poorly ventilated atmospheres may decrease the longevity of the pumps in these service conditions as well. The typical design life of a polyethylene tank is about 15 to 20 years; however, this is often reduced when sodium hypochlorite is being stored, or if the materials of construction are of lower quality.

Electrical - As electrical equipment ages, the equipment becomes obsolete and repair parts are no longer available off the shelf. As a result, if an existing part fails, the part may need to be replaced with a refurbished part (if available) or a custom part, and it could possibly take several weeks to either track down a suitable refurbished part or build a replacement part. In addition, replacement parts may not fit the way the original part did, which could lead to problems or even failure down the road.

Successful operation of switches and breakers is critical to the safe operation of a facility. If a circuit breaker does not open when there is a short circuit on the line it is protecting, serious equipment damage and possibly a fire or explosion could result.

As such, there is considerable risk involved in the "wait and see" approach for aging electrical equipment. Only proactive replacement of electrical equipment will provide assurance of long term reliability. As a result, recommendations for electrical equipment replacement are typically age driven, and wet/corrosive atmospheres or exposure to flooding may further reduce the recommended service life for a particular piece of equipment. Replacement of electrical equipment should be given the highest priority at critical facilities such as water supply facilities.

Panelboards, transformers, and transfer switches have design life expectancies of 30 years. Electrical wiring, under the best conditions, has a typical life expectancy of 50

TABLE 2-9

Equipment Life Expectancy Summary [1]

Pinebrook Water District Evaluation

Item No.	Equipment	Typical Life Expectancy (Years)	Source
1.	Pumps	20 to 30 [2]	Tighe & Bond experience/Equipment Manufacturers
2.	Metering Pumps - Positive Displacement	5 to 10	Tighe & Bond experience/Equipment Manufacturers
3.	Process Valves - Cast Iron	> 30	Tighe & Bond experience/Equipment Manufacturers
4.	Compressors	20	Equipment Manufacturers
5.	Hydropneumatic Tanks	20	Equipment Manufacturers
6.	Process Piping and Valves - Chemical Systems	15	Tighe & Bond experience/Equipment Manufacturers
7.	Tanks - High Density Polyethylene	15 to 20	Tighe & Bond experience/Equipment Manufacturers
8.	Unit Heaters (Electric or Gas)	15	ASHRAE/Tighe & Bond experience
9.	Exhaust Fans	20	ASHRAE/Tighe & Bond experience
10.	Ventilation Louver Actuators	20 to 25	Tighe & Bond experience/Equipment Manufacturers
11.	HVAC Thermostats	20	Tighe & Bond experience/Equipment Manufacturers
12.	Standby Generators	15 to 30	Equipment Manufacturers
13.	Panelboards	30	Tighe & Bond experience/Equipment Manufacturers
14.	Transformers	30	Tighe & Bond experience/Equipment Manufacturers
15.	Automatic Transfer Switches	30	Tighe & Bond experience/Equipment Manufacturers
16.	Wiring	50	Equipment Manufacturers
17.	Incandescent/Fluorescent Lights	30	Tighe & Bond experience/Equipment Manufacturers
18.	Smoke Detectors	15	Tighe & Bond experience/Equipment Manufacturers

1. Equipment life expectancies will vary greatly depending on a multitude of factors such as moisture, heat, chemical delivered, hourly use, and maintenance frequency.

2. Pumps can be rebuilt one or two times; however, following the second rebuild, the pumps should be replaced due to a loss of operating efficiency.

years. Incandescent and fluorescent lights have a useful service life of approximately 30 years, with more energy efficient fixtures often the driver for early replacement.

Heating and Ventilation Equipment – Unit heaters have life expectancies of 15 years, and ventilation fans have life expectancies of 20 or more years depending upon their duty cycle and exposure to corrosive elements. Similar to electrical equipment, HVAC equipment is, in general, age driven. Considerations such as the criticality of the facility, location/remoteness of the buildings, and frequency of patrol of the facilities also factor into prioritization of equipment replacement. For example, a remote facility that is inspected once per week, where there is one unit heater and the risk of freezing is unacceptable, may receive higher priority for replacement over a facility that is inspected more frequently or has multiple unit heaters.

2.4.3 Site/Civil/Security

The Pinebrook Water District water treatment facility is located just off of Pinebrook Drive near the entrance to the condominiums at Violet Avenue. A small bituminous concrete pulloff is available for vehicle parking and is in good condition.

There is no perimeter fencing or other security measures for the facility. Due to the location of the building relative to the road, and small parking area in front, perimeter fencing would not be feasible without blocking the pulloff area. As such, at a minimum, we recommend that door contacts and an alarm system be provided for the facility.

Additional security should also be provided for the remote wells and storage tanks, as detailed in section 2.4.5 below.

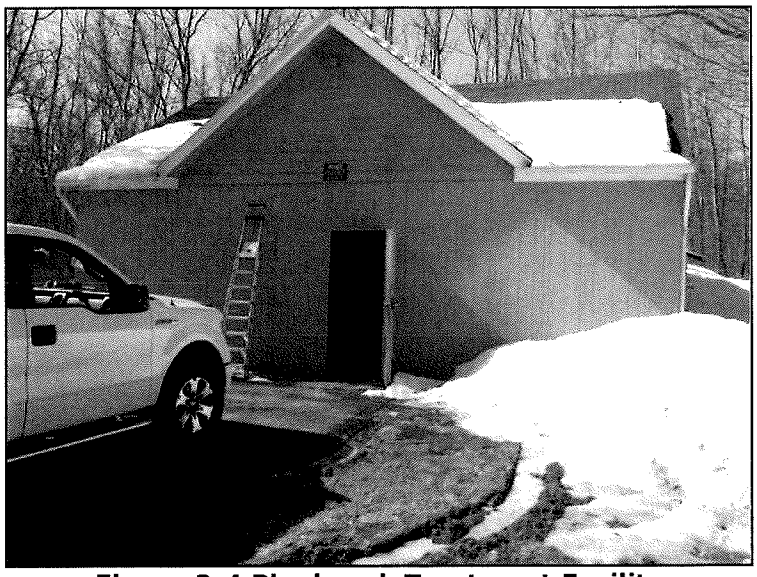


Figure 2-4 Pinebrook Treatment Facility

2.4.3.1 Easement Adequacy

The treatment facility is located on a 1.48 acre site owned by the Water District/Town of Hyde Park, as shown in Figure 2-5 below. The two remote wells (Well Nos. 2 and 3) are

also located on 2.5 acre and 1.13 acre parcels, respectively, that are owned by the Water District/Town of Hyde Park. Based on our review of available documents, ownership does not appear to be a concern for the District.

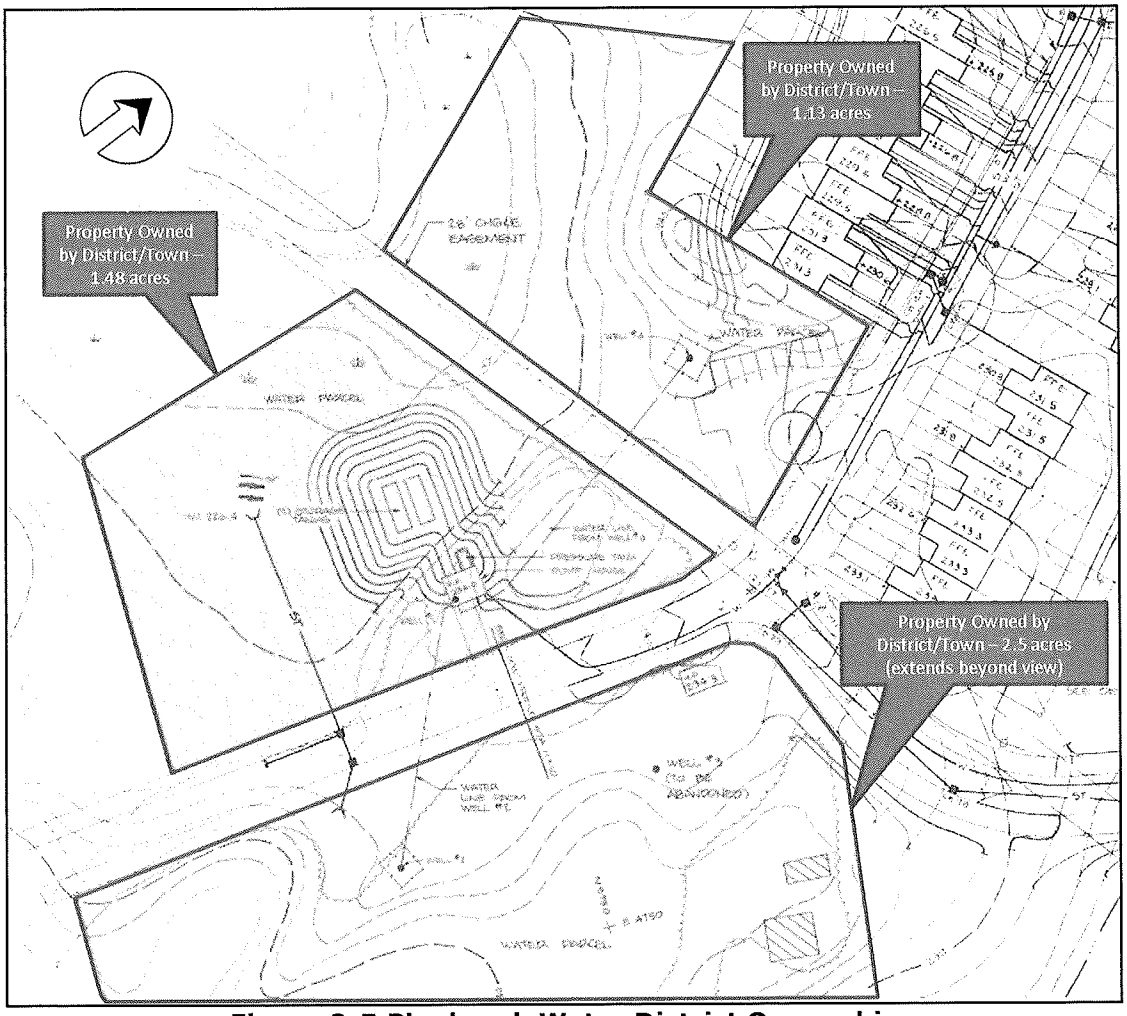


Figure 2-5 Pinebrook Water District Ownership

Current DOH standards for water wells require ownership of a 100 foot radius surrounding public water supply wells. However, the regulations allow for exceptions of this rule if the wells were approved with less than a 100 foot radius prior to December 1, 2005. The ownership radius for Wells 1 and 2 meet and exceed this ownership requirement. Well 3 meets this requirement on three sides of the well, but does not meet the requirement on the North side, with less than 100 feet north of the well. It should also be noted that, per New York State regulations, all areas within a 200-foot radius of the wells require legally enforceable control by the water system.

2.4.4 Safety

The Pinebrook Water District facilities were evaluated for compliance with general health and safety practices as well as OSHA CFR 1910. Although OSHA does not have direct jurisdiction over municipality-owned public utilities in New York, the town is subject to compliance with New York State safety requirements which are very similar to OSHA and must provide a safe working environment for employees, contractors, and visitors at all times. As such, working environments are evaluated versus the OSHA standards, and we recommend that the health and safety concerns identified be addressed as expeditiously as possible.

The following health & safety concerns were identified at the facility:

- A generator is located within the building. The tank associated with the generator set, which stores the diesel fuel, is vented within the building. This vent should extend outside the building at a height no less than 10' above finished grade.

- The generator located within the facility was not operating during our observation. Consideration should be given to evaluating and addressing hearing conservation as it applies to working in the building during generator operation. Minimally, signage should be added to notify staff that hearing protection is required during generator operation.

- To address hazard communication, labels should be added to all chemical storage tanks. A written hazard communication program including a labeling program should be developed and implemented. VRI staff indicated that a formal hazard communications program has been developed. However, that program was not available during our observation.

- To limit chemical exposure concerns, all chemicals should be stored on secondary containment pallets. The hazard communication plan noted above should include descriptions, maintenance and inspections of secondary containment.

- Eye wash is accomplished through the use of portable bottles. Permanent eye wash/showerstations should be installed in all locations where chemicals are handled and stored. Appropriate signage should be located near all eye wash stations.

- A fire extinguisher was not observed in the facility. The facility should be equipped with a fire extinguisher that is inspected on a monthly basis and tested on an annual basis.

2.4.5 Process/Mechanical and Instrumentation/Controls

Much of the mechanical equipment in the treatment building is original to the facility and is in fair condition, with the majority of equipment approaching the end of its useful service life. The chemical feed system components were upgraded more recently and are in good condition. The atmospheric and hydropneumatic tanks appear to be in good condition for their age.

2.4.5.1 Piping and Booster Pumps

The piping inside the building consists of a mixture of steel pipe and sections of PVC repair piping, isolation vales, totalizing flow meters for each well, a master totalizing flow meter, and chemical feed lines. Overall, the piping is in fair condition, with corrosion observed in many locations. The supports for the water piping are in poor condition, with several missing. These deficiencies were also noted in the DOH's 2013 inspection report. The supports should be replaced immediately, and the District should budget for replacement of portions of the corroded piping in the next 5 years. In particular, piping for the hydropneumatic tank was in poor condition at the time of our visit, with leakage observed. It is our understanding that piping improvements have been made following our visit to address these issues. The District should budget for replacement of all of the piping inside the facility as a long term project.

The flow meters (Kent T3000 Turbine Meters) are beyond their useful service life and are in fair condition. According to the 2011 DOH inspection report, the master meter is inoperable. We recommend that the meters be replaced with more modern meters that meet current standards. Also, consideration should be given to providing instantaneous meters with chart recorders to track well production over time.

Two booster pumps are used to pump water from atmospheric storage to the hydropneumatic tank. According to the DOH inspection letter dated September 12, 2011, the pumps have the ability to produce 80 gpm. The pumps appear to be original to the facility, with the liquid ends of the pumps are in poor condition, with heavy corrosion present. The operations staff noted that there are issues with the pumps that require attention approximately once every two months that require attention. We recommend that the pumps be replaced with new, more energy efficient pumps in the next 0 to 5 years.

2.4.5.2 Wells

Well 1 is located inside the treatment facility, and Wells 2 and 3 are remote to the facility. Well 2 is located east of the treatment building, across Pinebrook Drive, and is the primary well due to its higher quality. According to the September 12, 2011 DOH inspection report, Well 2 was replaced with a new pump, motor, wiring, and discharge piping in August 2011. All three wells are located more than three feet above the 100 year flood elevation for the area.

Well Nos. 2 and 3 are operated less often due to issues with iron and manganese in the wells. The District is currently in the process of bringing the water softening units back online, so that the wells can be cycled and exercised without impacting water quality. Well 3 was not in operation at the time of our visit, and the piping was not connected. The September 2011 DOH inspection report noted this as a deficiency of the system. The necessary work to bring Well 3 into an active status should be completed as soon as possible. The District should budget for replacement of the Well 2 and 3 pumps as a long term item.

The New York Department of Health (DOH) is responsible for overseeing the design and operation of all public water systems in the State of New York. DOH reviews systems to verify compliance with guidelines as outlined in the 10 State Standards. The wellhouse and well checklists in Appendix C were used to compare the system with these

guidelines. Overall, the Wellhouse/Well 1 and Well Nos. 2 and 3 conform to the guidelines, with the following exceptions:

- There is no security fencing or other measures to protect Wells 2 and 3 from vandalism. We recommend that the District consider lockable caps for the exterior wells, or other security measures to protect the wells.

- None of the wells are equipped with level instrumentation, instantaneous flow meters, or individual pressure gauges on their discharge lines. We recommend that these devices be provided for each well to monitor performance over time.

- The ground around Well 2 is not graded to allow surface drainage away from the well. We recommend that grading improvements be made at the well.

- Well 2 has a split top well cap, which does not meet DOH standards. This deficiency was noted in the April 2013 inspection report. Following the report, the Town requested an exemption to this requirement, due to the excessive cost of replacing the cap, which would also require replacement of the pump. The DOH subsequently approved this exemption. The District should keep this request in mind when the pump is replaced in the future. We have included a pump replacement cost as a long term budgetary item.

The following additional observations were noted for the wells:

- The April 2013 DOH inspection report noted that the wells should each be labeled. At the time of our visit, the wells were labeled with marker. A more permanent label should be provided for each well, such as a permanently mounted sign or placard.

- The casing for Well 1 was noted as a deficiency in the April 2013 inspection report. The corrosion and issues related to the casing appear to have been addressed, with a new epoxy coating observed on the well casing. Also, the sodium hypochlorite system has been relocated out of the room.

- Each well is equipped with an individual sample tap; however, the following deficiencies were noted and should be addressed:

    - The sample tap on Well 1 does not have a handle, and is not smooth nosed. The tap should be replaced, and the plastic repair coupling next to the tap should be replaced with a new section of pipe.

    - The sample tap on Well 2 is not smooth nosed and the handle is broken. The sample tap should be replaced.

    - The sample tap on Well 3 is not smooth nosed, and the fittings around the tap are corroded. The tap and sections of piping on either side of the tap should be replaced.

- There is no signaling apparatus in place to notify the system operators of well status or failure. The District was in the process of installing low and high pressure alarms for the facility.

- The wellhouse has a small floor drain located in the center of the floor. According to the District staff, the drain discharges to the sewer. During the manhole inspections completed for the sewer district evaluation, a small 2" pipe was found discharging into the manhole nearest the treatment building, which is likely the flood drain. As such, we believe that this confirms that floor drain does not discharge within 50 feet of the water supply wells, in accordance with DOH regulations.

2.4.5.3 Atmospheric Tanks

Two 25,000 gallon atmospheric storage tanks are used for storage and disinfection contact time. The tanks are located behind the treatment building in a buried, mounded area. Similar to the wellhouse and wells, the atmospheric tanks were evaluated versus 10 State Standards, utilizing the checklist available in Appendix C. Overall, the following compliance issues were noted:

- The covers for the access manholes are bolted to the frames. There are no locks on the covers. Because there is no additional security (i.e. perimeter fencing) for the tanks, locks should be provided on the manhole covers. We also recommend that the corroded bolts be replaced with new bolts at the same time.

- We were unable to confirm that an overflow exists for the tanks. An overflow should be provided as part of any future tank upgrades, in accordance with 10 State Standards.

- We were unable to confirm whether any protective interior or exterior coatings are present on the tank, to prevent interior and exterior corrosion and the leaching of substances into the water. Protective coatings should be provided for any future tank upgrades.

- We were unable to confirm that the inlet/outlet pipes of the tanks are located to prevent flow of sediment into the distribution system.

- The tank vents are equipped with screens, but the screens appear to be wedged into place. Because the vents are also acting as overflows, the screens should be secured into place in a workmanlike manner.

- There is only one level device used to control the starting of the well pumps. As such, the tanks cannot individually be taken off line for servicing. Tank control and level devices should be considered as part of any future tank upgrades.

We were unable to inspect the interior or exterior condition of the tanks. Based on the typical lifetime for a buried steel tank, we recommend that the District budget for replacement in the next 10-15 years.

2.4.5.4 Hydropneumatic Tank

Water from the atmospheric tanks is pumped to the 6,000 gallon hydropneumatic tank before entering the distribution system. The exterior of the hydropneumatic tank that is visible inside the treatment building has areas where the painting system has failed, leaving the tank vulnerable to corrosion. Some minor areas of corrosion were observed. This deficiency was noted by the DOH in their 2013 inspection report. The tank should be surface prepped and painted in the next 5 years.

In addition, the 6,000 gallon hydropneumatic tank was evaluated versus 10 State Standards, utilizing the checklist available in Appendix C. Overall, the following compliance issues were noted:

- According to the Recommended Standards for Water Works, hydropneumatic tanks should be located above normal ground surface and be completely housed. Based on the age and condition of the tank, we recommend that the District budget for replacement of the tank as a long term item, and when the tank is replaced it be located above grade, in accordance with 10 State Standards. As an alternate, the District could consider removal of the hydropneumatic tank, and replacement with a pressure based pumping system, with jockey pumps to satisfy low flows and larger pumps for larger demands.

2.4.5.5 Softening System

The two Maclean water softeners are original and appear to be in fair condition. As noted above, the existing softeners have not been in service for many years. In their April 2013 inspection report, a deficiency was noted relevant to the softeners, stating that the units must be operational, the backwash feature must be restored, and air gaps must be installed on the backwash and tank drain.

At the time of our inspection, the District was in the process of upgrading the piping and controls for the system, including the backwash feature, in an effort to bring the units back online. It is our understanding that the units are scheduled to be online very soon. The District plans to blend water from several wells prior to sending through the softening units.

2.4.5.6 Chemical Feed Systems

The wellhouse/treatment building houses a sodium hypochlorite chemical feed system. An inventory of the equipment is available in Appendix C. The chemical feed system includes one small 35 gallon day tank on a stand, carboys to transport chemical, and one metering pump.

Overall, the feed system is in good condition, with the day tank and metering pump recently replaced. The metering pump is a diaphragm style pump. Based on the typical service life for polyethylene tanks, the tank will be due for replacement in 6-10 years. The stand appeared to be in good condition.

The New York Department of Health (DOH) is responsible for overseeing the design and operation of all public water systems in the State of New York. DOH reviews systems to verify compliance with guidelines as outlined in the 10 State Standards. The chemical checklist in Appendix C was used to compare the system with these guidelines. Overall,

the chemical feed system at the facility conforms to the guidelines, with the following exceptions:

- The day tank and totes were not properly labeled. The day tank had "chlorine" in marker on the tank, and the labels were missing on a majority of the totes. Permanent labels indicating chemical and concentration should be added to the tank and totes. Also, labels indicating chemical and flow direction should be provided for the injection lines.

- The day tank and totes do not have secondary containment. There was staining on the floor from the day tank to the floor drain, indicating that some chemical may have spilled in the area in the past, and drained into the floor drain. At a minimum, containment trays capable of containing 110% of the largest tank or tote size should be provided to capture spills during transfer from the totes to the day tank, and for the event of a tank failure. We also recommend that the District considering using a small drum pump for transfer of chemical from the totes to the day tank to reduce the volume of spills during transfer.

- The chemical feed system guidelines note that, where chemical feed is necessary for the protection of the supply, such as chlorination, a minimum of two feeders shall be provided. A redundant in-line spare metering pump and piping should be provided.

- Flow pacing is not currently provided for the metering pump. The pump is set at a constant rate and is activated when the well pump turns on. Flow pacing should be provided, especially since the District plans to operate multiple wells now that the softening system is being re-activated.

The following additional observations were noted during inspection of the chemical feed systems:

- According to the 2013 DOH inspection report, the chlorine injection point was located such that if Wells 2 and 3 were in operation, they would not be disinfected. At the time of our inspection, the injection point appeared to be located immediately prior to entry to the atmospheric storage tank, after blending of the three wells. As such, it appears that this issue has been rectified.

- As mentioned in section 2.4.4 above, currently only a small hand bottle eye wash exists for use in the event of a chemical exposure. Safety stations (combination eye wash and shower) should be provided for the treatment building. It should also be noted that for large water systems we recommend flow switches for safety stations. In the event that the station is activated, an alarm would be sent to the headquarters facility notifying them of an incident. Also, the recently updated safety standard by ANSI Z358.1-2009 requires that all emergency fixtures be fed with tepid water between 60 and 100 degrees F. While ANSI Z358.1 is considered a voluntary standard, safety officials often use it as a guide when inspecting facilities. Consideration should be given to installation of an instant water heater for the eyewash station. Alternatively, a self-contained eyewash station could be installed. Self-contained units cost significantly less to install, but require routine maintenance to assure functionality.

- The floor drain cover is in poor condition, with one area completely corroded, most likely from chemical exposure. The floor drain cover should be replaced.

2.4.5.7 Instrumentation

Currently, the well pumps are activated by a Warrick Controls level device that is mounted in an access port to the atmospheric storage tanks. The level device appeared to be in fair condition at the time of our inspection, with visible aging of the conduit and enclosure noted.

No additional instrumentation or alarms were active at the time of our inspection. A new monitoring system was in the process of being installed, and will monitor the system for high and low pressure conditions.

2.4.6 Structural/Architectural

The Pinebrook Water District treatment building is a single story structure with concrete walls and slab on grade with an asphalt shingle roof. The roof framing members were not visible due to the presence of gypsum sheathing as an architectural ceiling. Based on the roof geometry, timber roof framing is assumed. The interior dimensions of the building are 30'-0" by 20'-0", the floor to ceiling height varies from 10-5" to 13-5".

Overall the visible portions of the structure are in satisfactory condition. The following structural/architectural observations were noted for the facility.

- The asphalt shingle roofing has uneven and deteriorated shingles. The roofing appears to be at the end of its useful service life. The existing roofing system should be removed and replaced in the next 5 years.

- The paint on the timber eave trim is in poor condition. The eave trim should be repainted.

- The gutter at the west side of the building has been removed. The gutter should be replaced.

- The concrete walls are in good condition with an isolated crack emanating from the tank. The crack should be monitored for any changes in size, and if any changes are noted the crack should be repaired. There are isolated hairline cracks in the concrete slab on grade.

- There is moderate rust on the hollow metal door and heavy rust with section loss at the base of the hollow metal door frame. The door and frame should be removed and replaced.

- At the rear of the building there is a small room partitioned by unpainted CMU walls. The concrete floor slab in this area has deteriorated due to chemical exposure. The steel lintel over the abandoned door has heavy surface rust. The floor slab should be repaired, and the lintel should be cleaned and painted.

2.4.7 Electrical and HVAC

The existing distribution system at the Pinebrook water facility consists of a an underground utility service, utility meter, diesel generator, two panelboards, manual transfer switch, pump control panel and three well pump starters. All this equipment is original to the facility and is reaching the end of its useful life, and is recommended for replacement in the next 5 years.

The generator is a diesel fuel fired 10 kW Katolight generator, with a double walled diesel fuel storage tank. The generator is located inside the facility, and appears to be sized to operate only one well pump and one booster pump. The generator is not equipped with sound attenuation. The generator does not have proper ventilation for cooling and engine combustion.

The generator should be replaced in the next 5 years, and we recommend replacement with an outside unit, which will address concerns related to interior noise, cooling, combustion air as well as exhaust control. The generator size should be evaluated at the time of replacement to determine if a larger generator is necessary. Our costs have assumed a 25kW generator and all ancillary equipment, capable of operating one well and two booster pumps. Also, we recommend that the possibility of natural gas or propane be considered to reduce the potential for fuel spills in this environmentally sensitive area. Natural gas is utilized at the nearby sewer plant.

The following additional observations were noted:

- Electrical issues relative to Well 3 were noted in the DOH's 2013 inspection report. According to District representatives, these issues have been resolved.
- The existing building is not equipped with door contacts. We recommend that contacts and alarm system be provided for the treatment building, to improve security at the facility.
- The metering pump was plugged into an extension cord that was looped and mounted on the door frame of the old hypochlorite room. The extension cord was plugged in to a non-GFI rated plug. A new, GFI rated plug should be provided near the metering pump. Also, the remaining outlets in the facility should be replaced with GFI rated receptacles.
- The conduit to the booster pumps is in fair condition and should be replaced back to the junction boxes on the West wall when the pumps are replaced. Also, quick disconnects for the pumps in lieu of hard wiring should be considered, to facilitate maintenance on the pumps when necessary.
- The exhaust fan is original to the facility, but appears to be in good condition. The District should budget for replacement of the fan in the next 6 to 10 years.
- The unit heaters are new and are in good condition. The heater will require replacement again in the next 10-15 years.

- There is no dehumidification for the building. The building did not seem to have moisture issues at the time of inspection or evidence of significant moisture issues.

- The building does not currently have fire/heat/smoke detection. The facility is not required to have a fire protection system. However, installing a smoke/heat detector and connecting to the communications system should be considered.

2.5 Recommended Improvements

The following urgent (recommended immediately), short tern (<5 years), and long term (6 to 15 years) are recommended for the Pinebrook Water District.

2.5.1 Urgent Improvements All Items - Ops budget

- Provide secondary containment for chemical storage
- Provide labels for tanks
- Provide eye wash/shower station
- Provide vent for generator fuel tank to building exterior
- Provide fire extinguisher
- Provide GFI receptacle for metering pump
- Replace sample taps and portions of piping

2.5.2 Short Term Improvements

- Replace/provide pipe supports Ops. Budget
- Replace individual well and master meters Ops. Budget
- Replace booster pumps and wiring Ops. Budget
- Provide permanent labels for wells Ops. Budget
- Improve security for wells Ops. Budget
- Provide second metering pump and flow pacing Ops. Budget
- Replace floor drain Ops. Budget
- Provide level instrumentation, pressure gauges, and instantaneous flow meters for wells Capital Project
- Improve grading around Well 1 Ops. Budget

- Provide locks and new bolts for atmospheric tank manways Ops. Budget
- Secure atmospheric tank vent screens Ops. Budget
- Replace booster pumps Ops. Budget
- Surface prep and paint hydropneumatic tank inside building Ops. Budget
- Provide signage and hearing protection for mounting next to generator Ops Budget
- Remove existing roofing and install new asphalt shingle roof Facility Project with trim
- Repaint eave trim or replace with maintenance free trim Facility project with Roof
- Replace gutter at west side of building Ops. Budget
- Monitor crack in concrete wall by tank for change in width
- Remove and replace door and frame with corrosion resistant door Ops. Budget
- Repair floor slab in former chlorine room Ops. Budget
- Clean and paint interior door lintel Ops. Budget
- Replace receptacles with GFI receptacles Ops. Budget
- Provide security and fire detection system and provide remote alarm Capital Project
- Replace electrical distribution equipment including panelboards, manual transfer switch, and generator. Capital Project

2.5.3 Long Term Improvements

- Replace Well Pump 2 and provide premium vented well cap Ops. Budget
- Replace Well Pump 3 Ops Budget
- Replace atmospheric storage tanks with one new tank Capital Project w/ HP Tank & Piping
- Replace polyethylene hypochlorite chemical day tank Ops. Budget
- Replace hydropneumatic tank Capital Project with Storage Tank & Piping
- Replace piping inside treatment building Capital Project with Storage Tank & HP Tank
- Replace exhaust fan Ops. Budget
- Replace unit heater Ops. Budget

2.5.4 Recommended Studies

- Conduct flow testing study on wells

Section 3
Distribution System Evaluation

The Pinebrook Water District distribution system includes approximately 3,800 feet of 6-inch ductile iron pipe. According to 10 State Standards, the minimum acceptable size of water main in a distribution system is 3-inches. Service laterals include ¾-inch copper to the individual condominium units within Pinebrook Estates. Figure 3-1 illustrates the existing distribution system.

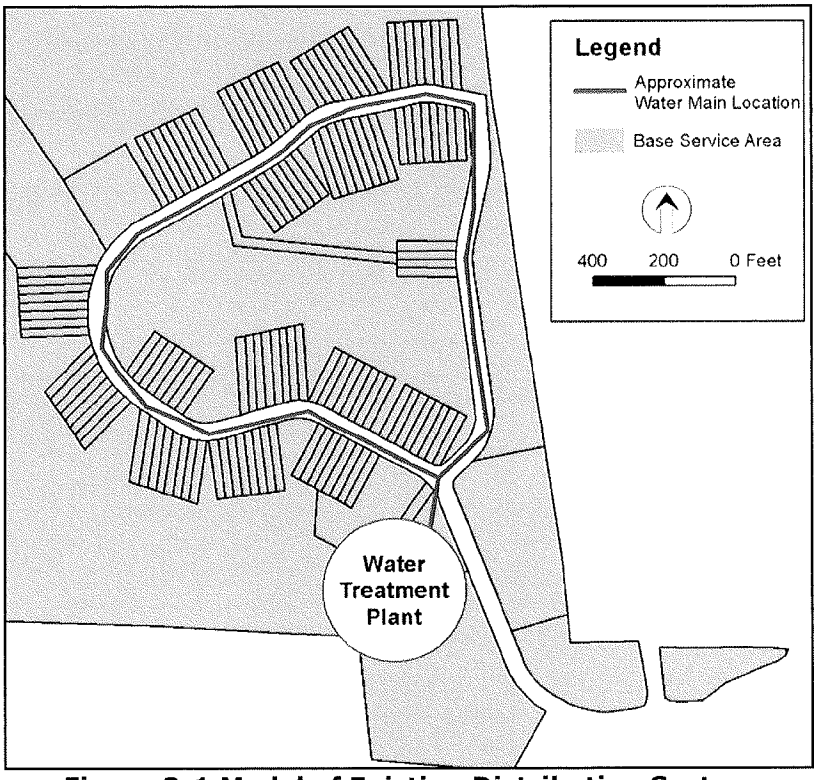


Figure 3-1 Model of Existing Distribution System

A hydraulic model of the distribution system was developed using InfoWater Suite 10.0 software package (Innovyze, Arcadia, CA). The model was developed based on as-built drawings of the existing system. Water mains were digitized based on distribution system drawings. Water mains were assigned size, material, and friction factors, which were estimated, based on the water main material. Nodes were created between pipe segments. Nodes carry essential information including how the pipes are connected to each other, as well as system demands and elevations. Elevations were added to the nodes using 2-ft contour data. Demands were assigned to the nodes using the August 2012 through July 2013 production data. The groundwater wells were modeled based on information provided in DOH inspection letters regarding well discharge pressures. Fire hydrant flow testing was not conducted to calibrate the model.

3.1 Distribution System Performance

3.1.1 System Capacity

The system capacity includes a combination of the three production wells and the two 25,000 gallon atmospheric storage tanks. Refer to Section 2 above for the evaluation of the adequacy of the system capacity.

3.1.2 System Pressures

The hydraulic model was used to evaluate existing system pressures to determine if they meet the recommended standards for distribution systems. Steady state model simulations were prepared to determine system pressures under average and maximum demand conditions. Model predicted pressures and required pressures are summarized in Table 3-1 below.

TABLE 3-1
System Pressure Summary

Demand Condition	Model Predicted Pressures (psi)	Required Pressure (psi)[1]
Average day demand	46 - 61	35 - 80
Max day demand	46 - 61	35 - 80

[1] Required pressures according to the New York State Building and Plumbing Codes

Model predicted pressures ranged from 46 to 61 psi, which is adequate and falls within the pressure range required by 10 State Standards. However, it should be noted that these model predicted pressures are at the ground elevations of the buildings. The condominium units have several floors, and according to District representatives, some of the condominiums at higher elevations have reported low pressures in the past. PC of NYS requires a typical minimum pressure of 8 psi at the highest outlet (shower head) in a residential unit. The current system pressures are on the low end of the acceptable range; as such, the District could consider increasing system pressures slightly when the booster pumps are replaced to alleviate the low pressure complaints. However, this would then require pressure reduction at lower facilities. As such, this is not recommended.

3.1.3 Fire Flow Capacity

The ability of the existing atmospheric storage tanks (combined 50,000 gallons) and booster pumping system to provide fire flow to the system was evaluated. The estimated ISO needed fire flow for condominiums varies depending on the fire suppression building features, with flows anywhere from 750 to 3500 gpm required for 2-3 hours (90,000 to 630,000 gallons).

We were unable to collect information on the building fire suppression features to confirm whether the requirement falls on the low or high end of the range. A summary of the estimated fire flow and current fire flow capacities is available in Table 3-2 below. The two booster pumps can provide approximately 160 gpm of fire flow. Even though

the groundwater well pumping capacity of all three wells is only 137 gpm, the difference of 23 gpm (160 gpm – 137 gpm) can be made up by the atmospheric storage.

TABLE 3-2
Estimated Needed Fire Flow and Fire Flow Capacity

Estimated ISO Needed Fire Flow	Up to 3,500 gpm and 630,000 gallons of storage
Fire Flow Capacity	160 gpm
Sufficient?	No

Regardless of the level of fire flow required, the existing fire flow is not sufficient for fire protection, and the building is not properly constructed to be UL rated. According to District representatives, the fire department currently uses alternate measures to provide fire protection for the system.

Available fire flow could be improved by installing additional atmospheric storage with larger booster pumps. However, this is not likely cost effective. Prior to increasing fire storage, we would recommend that a fire protection official review the construction of the condominiums to determine the actual protection required. Depending on the volume required, the estimated hydraulic residence time in a tank should be evaluated because water quality can be affected at very high residence times.

3.1.4 Flushing Capacity

The ability to adequately flush the system was evaluated using the distribution system model. There are currently nine flushing hydrants located in the system, as shown in Figure 3-2 below. The locations of the hydrants provide a means of flushing all areas of the system.

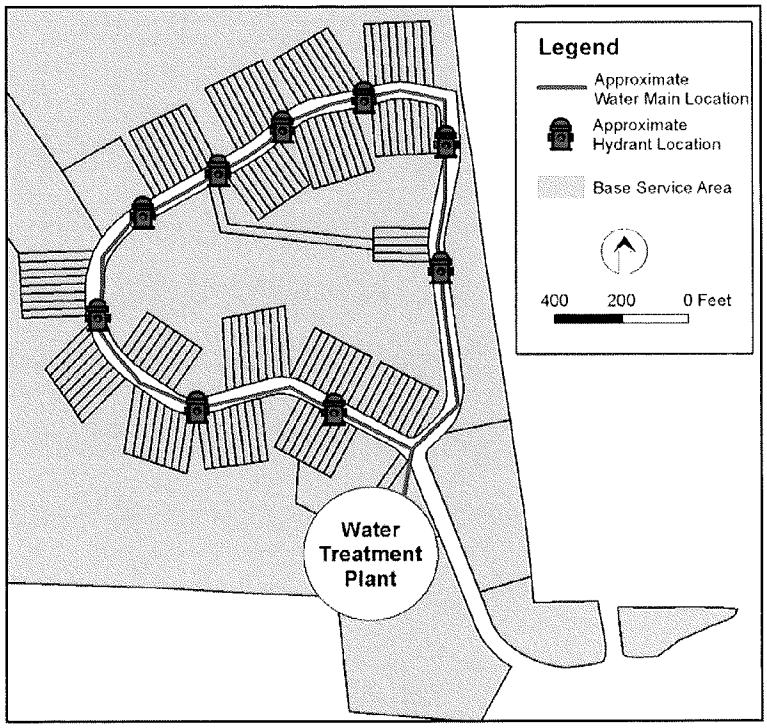


Figure 3-2 Flushing Hydrant Locations

According to the modeled flushing scenarios, an average flushing velocity of approximately 1.8 ft/s is possible to the system. A flushing velocity of at least 2 ft/s is considered acceptable to achieve adequate scouring during flushing. As such, the flushing velocity is below the recommended scouring velocity. It is likely possible to achieve some level of scouring in the pipe. However, if larger booster pumps are provided, flushing efficacy will likely be improved.

3.2 Distribution System Condition

A detailed assessment of the distribution system condition and inventory of customer meters were not included in the scope for these evaluations. However, the following is a summary of our review of information presented in historical documentation as well as information provided by District representatives during our assessment regarding the condition of the distribution system components.

3.2.1 Water Main Condition

The Pinebrook water district distribution system was constructed in the 1980s, and includes mostly 7,900 feet of 6-inch ductile iron pipe. Ductile iron pipe of this era can be expected to have a lifetime of at least 50 years under good conditions. There has been no significant history of water main failures in the system, and so there is no reason to believe that the pipe will require replacement prior to its expected useful life.

3.3 Potential Interconnections

Three primary interconnections were evaluated for the Pinebrook Water District, including connection to the following Water Districts:

- Greenbush Water District
- Arbors Water District
- DCWWA Hyde Park Water District

Figures showing the potential interconnections and details regarding the potential interconnections are presented below. Note that, although not discussed or presented in this report, the other water districts (Greenbush and Arbors) are also currently considering interconnections with the DCWWA Hyde Park System. The benefits including economic savings associated with shared interconnections and associated efforts are not detailed in this report, but should be considered for any interconnection pursued.

Based on the information detailed below, the interconnection to the DCWWA Hyde Park System via Holt Road appears to be the most beneficial and cost effective interconnection alternative. This alternative has the added benefit of serving many additional homes along Holt Road where water quality issues are currently a problem due to failing septic systems, and does not require construction of water main along a state highway. While the interconnection with the Greenbush system is a shorter length, the interconnection requires construction along a state highway, and hydraulically would require a pressure reducing station. The District could also elect to connect all three (DCWWA/Pinebrook/Greenbush) to DCWWA for the greatest combined benefit.

3.3.1 Interconnection with Greenbush Water District

The interconnection with Greenbush Water District is shown on Figure 3-3 below. The length of the water main is approximately 2,800 feet. A portion of the water main is on a State Highway (Route 9G). A 12-inch water main is recommended (orange segment) to provide adequate fire flow capacity between the systems. The hydraulic grade of the Pinebrook District (yellow) is approximately 346 feet while the hydraulic grade of the Greenbush system (green) is approximately 416 feet. This difference in hydraulic grade is acceptable, but requires consideration of pressure reduction. The interconnection could improve pressures in the system, which as detailed above, may be desired.

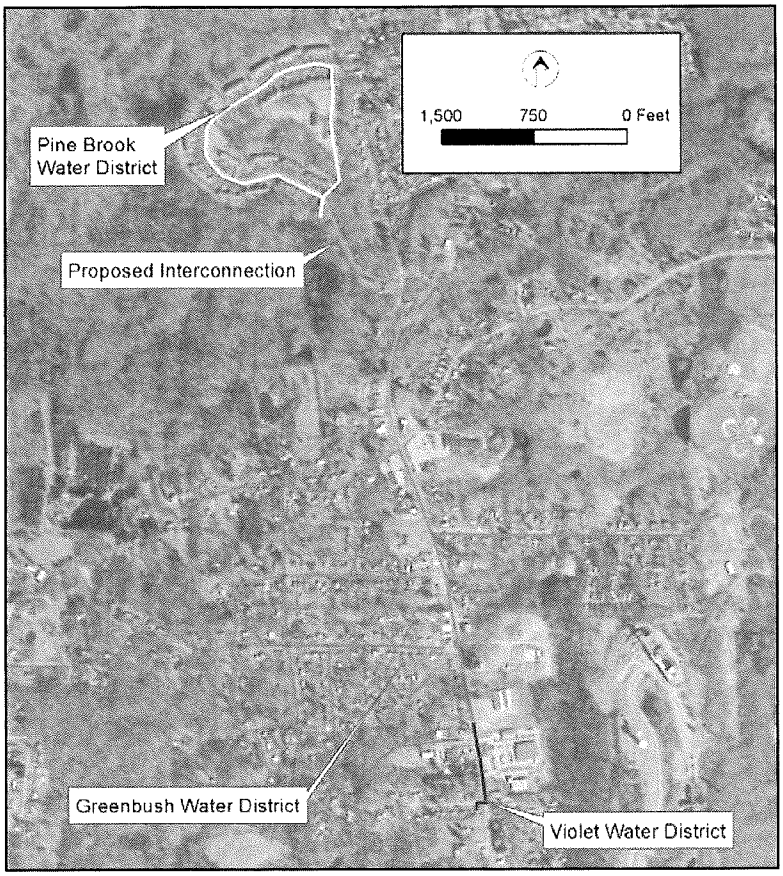


Figure 3-3 Potential Interconnection with Greenbush Water District

3.3.2 Interconnection with Arbors Water District

The interconnection with Arbors Water District would require connecting to Greenbush plus a connection between Greenbush and Arbors. The interconnection is shown on Figure 3-4 below. As discussed above, the length to connect to Greenbush (orange) is 2,800 feet. The additional water main length to connect Greenbush to Arbors (blue) is approximately 4,600 feet. A 12-inch water main is recommended to provide adequate fire flow capacity between the systems. The hydraulic grade of the Pinebrook District (yellow) is approximately 346 feet while the hydraulic grade of the Greenbush and Arbors system is approximately 416 feet. This difference in hydraulic grade is acceptable, and may improve pressures in the system, which as detailed above may be desired.

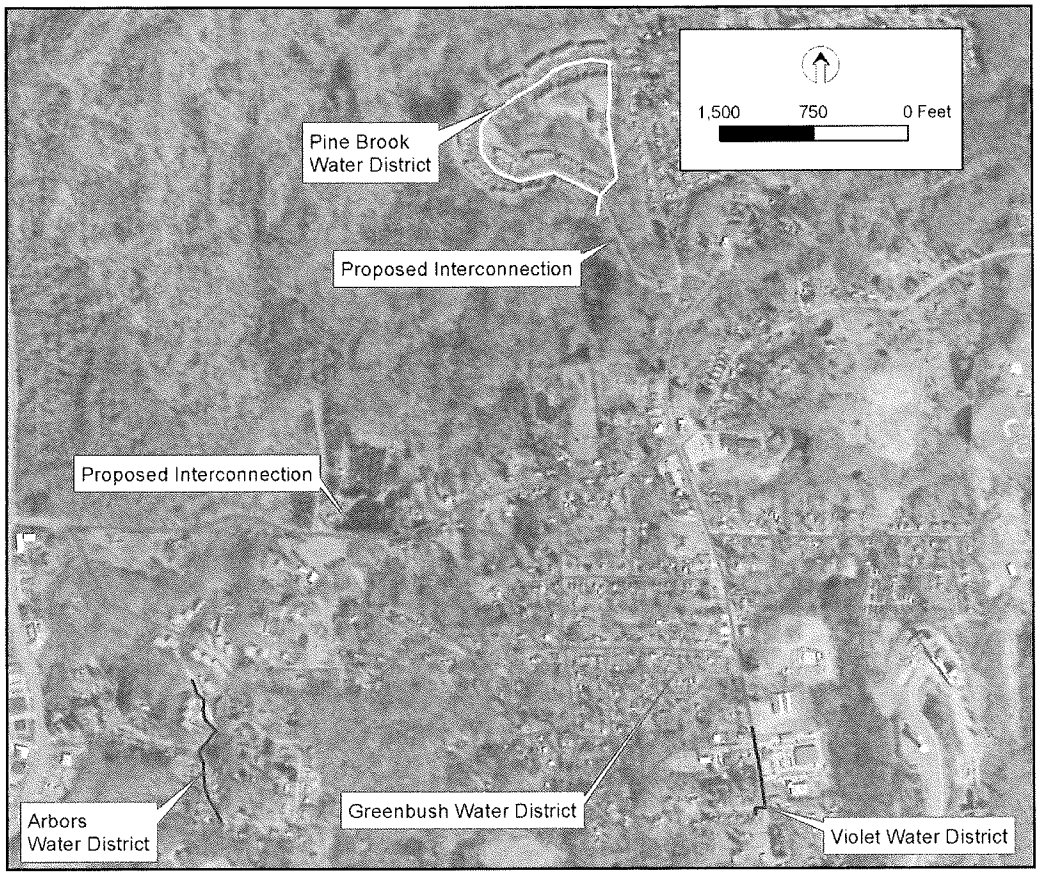


Figure 3-4 Potential Interconnections with Greenbush & Arbors Water Districts

3.3.3 Interconnection with DCWWA Hyde Park System

The Pinebrook Water District is located approximately one mile from the existing DCWWA Hyde Park Distribution System – St. Andrews Road (DCWWA Hyde Park). The feasibility of an interconnection with DCWWA Hyde Park was evaluated. Two potential alternatives were evaluated:

- Interconnection via Violet Avenue
- Interconnection via Holt Road

The two potential alternatives are discussed in more detail below.

3.3.3.1 Interconnection via Violet Avenue

Figure 3-5 below illustrates one possible interconnection route between the District and DCWWA Hyde Park, via Violet Avenue/9G.

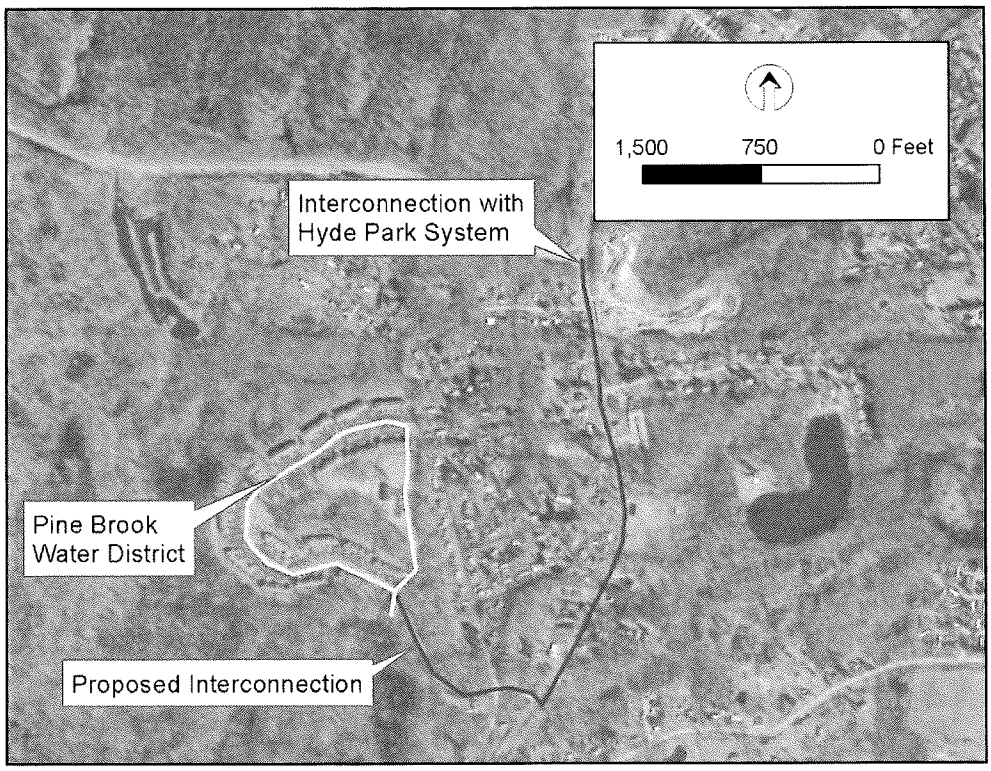


Figure 3-5 Potential Interconnection with DCWWA in Hyde Park

The connection point to the District system would be at the intersection of Pinebrook Drive and Newington Drive (6-inch main), and to the DCWWA Hyde Park system at the intersection of St. Andrews Road and Violet Avenue (16-inch main).

The distribution system model was used to evaluate the required length and size of water main required for the interconnection, as well as to compare the existing hydraulic grades of the two systems. Also, the water main was sized to be able to accommodate future fire flows, if the interconnection system is able to provide fire flow in the future. The results of this evaluation are presented in Table 3-3 below.

Table 3-3
Interconnection via Violet Avenue Summary

Length of Water Main	4,500 feet
Hydraulic Grade of Pinebrook	346 feet
Hydraulic Grade of DCWWA	355 feet

Approximately 4,500 feet of 12-inch water main would be required to connect the two systems. The hydraulic grade of DCWWA in Hyde Park is 355 feet, which is approximately 9 feet higher than the existing hydraulic grade of the District system (346

feet). This hydraulic grade is sufficient to provide adequate pressures to the existing District system, and would not require additional pumping or pressure reducing chamber.

3.3.3.2 Interconnection via Holt Road

Figure 3-6 illustrates another possible interconnection route between the District and DCWWA in Hyde Park, via Holt Road (Segment shown in Red). As shown in Figure 3-6, this route to connect to DCWWA in Hyde Park would also provide the ability to expand the system to serve additional customers (Segments in Blue).

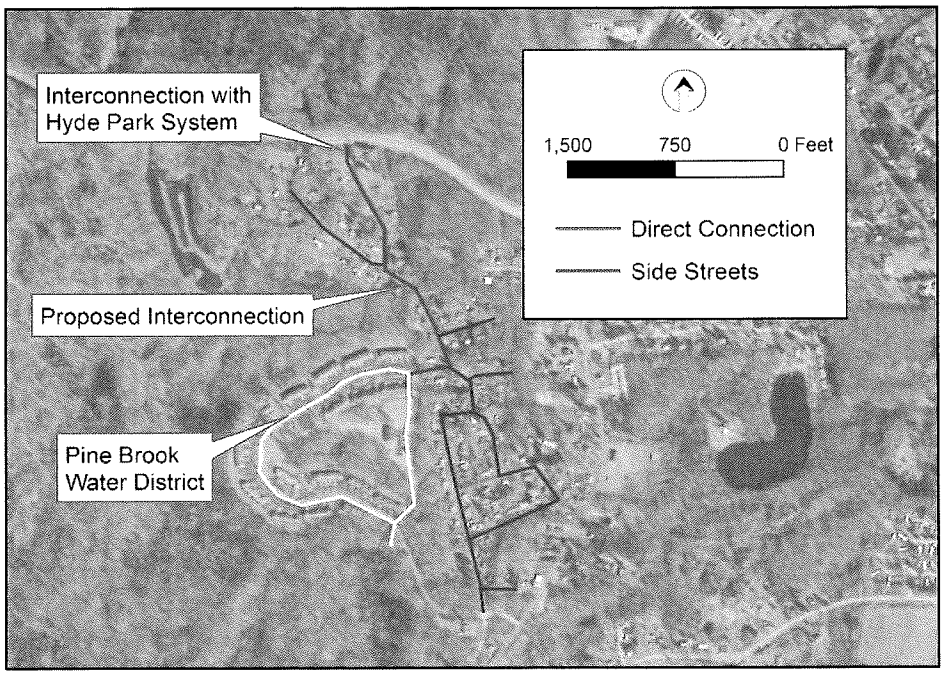


Figure 3-6 Potential Interconnection with DCWWA Hyde Park

The distribution system model was used to evaluate the required length and size of water main required for the interconnection, as well as to compare the existing hydraulic grades of the two systems. Also, the water main was sized to be able to accommodate future fire flows, if the interconnection system is able to provide fire flow in the future. The results of this evaluation are presented in Table 3-4 below.

Table 3-4
Interconnection via Holt Road Summary

Length of Water Main	2,000 feet
Hydraulic Grade of Pinebrook	346 feet
Hydraulic Grade of DCWWA	355 feet

Approximately 2,000 feet of water main would be required to connect the two systems. The water main is a combination of 8 and 12 inch pipe where the 12 inch pipe serves as the main conduit capable of providing adequate fire flow capacity. The hydraulic grade of DCWWA in Hyde Park is 355 feet, which is approximately 9 feet higher than the existing hydraulic grade of the District system (346 feet). This hydraulic grade is sufficient to provide adequate pressures to the existing District system, and would not require additional pumping or pressure reducing chamber.

As noted above, service could be provided to additional customers along Holt Road from the interconnection. Up to 5,600 feet of water main could also be provided to extend service to these customers, at an estimated total project cost of up to $3,130,000.

3.3.3.3 Comparison of Alternatives

The Holt Road alternative has several key advantages compared to the Violet Avenue alternative. First, the alternative does not require construction of water main along a state highway. Secondly, the alternative will allow the DCWWA to expand services to the homes located along Holt Road and surrounding neighborhoods, where water quality is currently an issue. However, this alternative would require an easement from St. Andrews Road to Holt W. The interconnection route via Violet Avenue would not require easements, but is costlier and does not have as high a density of potential new customers.

3.4 Recommended Improvements

As summarized above, there are no immediate, short term, or long term items recommended for the District beyond those recommended in Section 2.

Section 4
Cost Summary

Recommendations for the District are organized by the priority level assigned to the recommendation. The recommendations for system upgrades for the district are categorized into one of three groups:

- **Urgent** items represent those issues that should be addressed immediately (implementation recommended in 6 months or less), including security concerns, OSHA safety, fire/smoke protection, sanitary concerns, and electrical code violations.
- **Short Term** items represent items that are recommended be addressed in the next 5 or fewer years (implementation recommended prior to 2019).
- **Long Term** items represent items that are recommended be addressed in the next 6 to 15 years (implementation recommended between 2020 and 2029).

Conceptual cost estimates have been prepared for each of these recommendations which include the following components:

1. **Activity or Construction Cost:** The budgetary cost estimates are based on Class 4 level construction cost estimates, as defined by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practices and Standards. According to AACE International Recommended Practices and Standards, the estimate class designators are labeled Class 1, 2, 3, 4, and 5, where a Class 5 estimate is based on the lowest level of project definition and a Class 1 estimate is closest to full project definition and maturity. The end usage for a Class 4 estimate is conceptual studies or feasibility. The expected accuracy range of a Class 4 estimate is between +50% and -30%. The level of project definition for a Class 4 estimate is between 1% and 15%. The costs include equipment costs, demolition/removal of existing equipment, temporary provisions (if applicable), facilities and bypasses (if necessary to complete the work), and costs regarding installation and start-up of improvements. This cost also includes a contractor general conditions cost factor of 10%. The costs are based upon recently completed project bid forms, quotes from equipment manufacturers and data contained in R.S. Means Construction Cost Data. The budgetary costs are based on the May 2014 ENR Construction Cost Index of 9800.4.
2. **Activity or Construction Contingency (25%):** In accordance with standard engineering practice and DCWWA standards, a 25% contingency on the Activity/Construction Cost to provide a Total Construction Cost.
3. **Consultant Fees:** In accordance with standard engineering practice and DCWWA standards, a percentage has been applied to the Total Construction Cost to estimate profession consultant fees. The fees include: Architecture (1%), Construction Administration (8%), Engineering (10%), Environment & Archeological (4%) and Surveying (2%). These percentages are only applied where appropriate.

4. **Owner Fees:** In accordance with DCWWA standards, a percentage has been applied to the Total Construction Cost and Consultant Costs to estimate cost born by the Owner. These fees include: Administration (1% - Construction Costs Only), Project Management (3%), Legal (0.5%), and Land and Easement Acquisition (varies). These percentages are only applied where appropriate.
5. **Total Project Costs:** The total project costs are the sum of the total construction cost, consultant and owner fees.
6. **Escalation:** As previously described short term costs are anticipated to be completed in the next 5 years, long term costs in the next 15, thus the conceptual cost estimates have been presented with adjustments for inflation. An inflation factor of 2.7% per year has been used, based on T&B's evaluation of trends in the Engineering News Record (ENR) Construction Cost Indices from June 2009 through June 2014, as well as the ENR annual escalation rate, which is updated monthly. Note that the ENR now publishes an updated annual escalation rate every month which is very similar to the rate calculated by T&B.

Detailed conceptual cost estimates have been provided in Appendix D. Each of the recommended activities fall into one of three categories:

- Evaluation or planning
- Operation and maintenance
- Comprehensive construction project

Additional cost data has been provided for the comprehensive construction project in the form of a 2004 CSI Division format estimate. This estimate can be used for reference as the project progresses to design and construction phase.

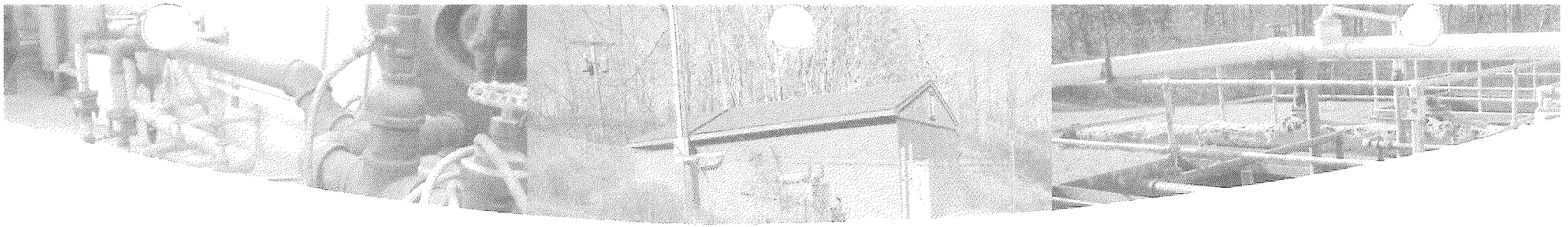
Table 4-1 provides a summary of the recommended improvements and their associated 2014 costs. A list of the recommended improvements was provided at the end of Section 2. Detailed breakdowns of the budgetary cost estimates are presented in Appendix D.

J:\D\D0280 Dutchess County Hyde Park\Documents\Reports\Pinebrook Water\Report PB Water District.dox

TABLE 4-1
Pinebrook Water District
Recommended Improvements

Item	Activity Cost	25% Activity Contingency	Consultant Cost	Owner Cost	10% Project Contingency	Total Project Cost
Urgent Improvements	$18,000	$4,500	$5,800	$1,400	$3,000	$32,700
Short Term Improvements	$151,200	$37,800	$47,400	$10,200	$24,700	$271,300
Long Term Improvements	$310,200	$77,600	$97,200	$21,000	$50,600	$556,600
Planning/Studies	$16,500	$4,200	$2,100	$900	$2,400	$26,100
Interconnection to Greenbush Water District	$1,078,000	$269,500	$337,000	$72,600	$175,800	$1,932,900
Interconnection to Arbors Water District	$2,596,000	$649,000	$811,300	$174,500	$423,100	$4,653,900
Interconnection to Hyde Park System via Violet Avenue	$1,897,500	$474,400	$593,200	$127,700	$309,300	$3,402,100
Interconnection to Hyde Park System via Holt Road	$659,900	$165,000	$206,300	$44,500	$107,600	$1,183,300

Appendix A
Slides – Prioritization Workshop



Town of Hyde Park
Dutchess County Water and Wastewater Authority

Water and Sewer District Evaluations

Prioritization Workshop

April 10, 2014

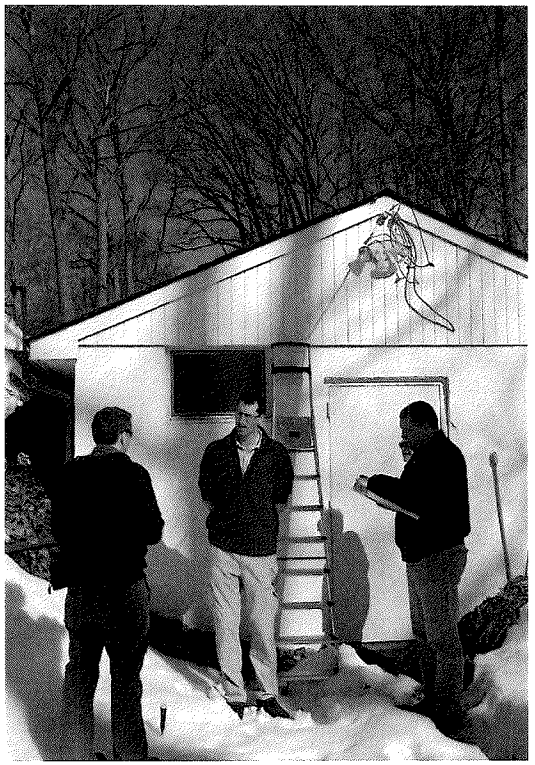
Darleen Buttrick, P.E. Project Manager / Water Facilities
Erin Moore, P.E. Wastewater Facilities
Paul Malmrose, P.E. Principal

T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

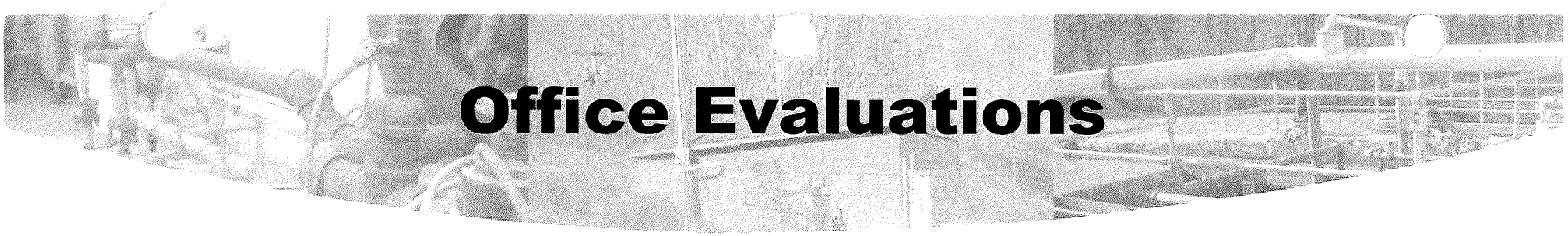
Site Visits and Evaluations

- **Facility Site Visits on March 11th**
- **Field Evaluations Conducted:**
  - Civil/Site Infrastructure
  - Safety
  - Process/Mechanical Equipment
  - Buildings/Structures
  - Building Support Systems
    - » Heating, ventilation, electrical, fire
  - Instrumentation
  - Sewer manhole inspections



T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.



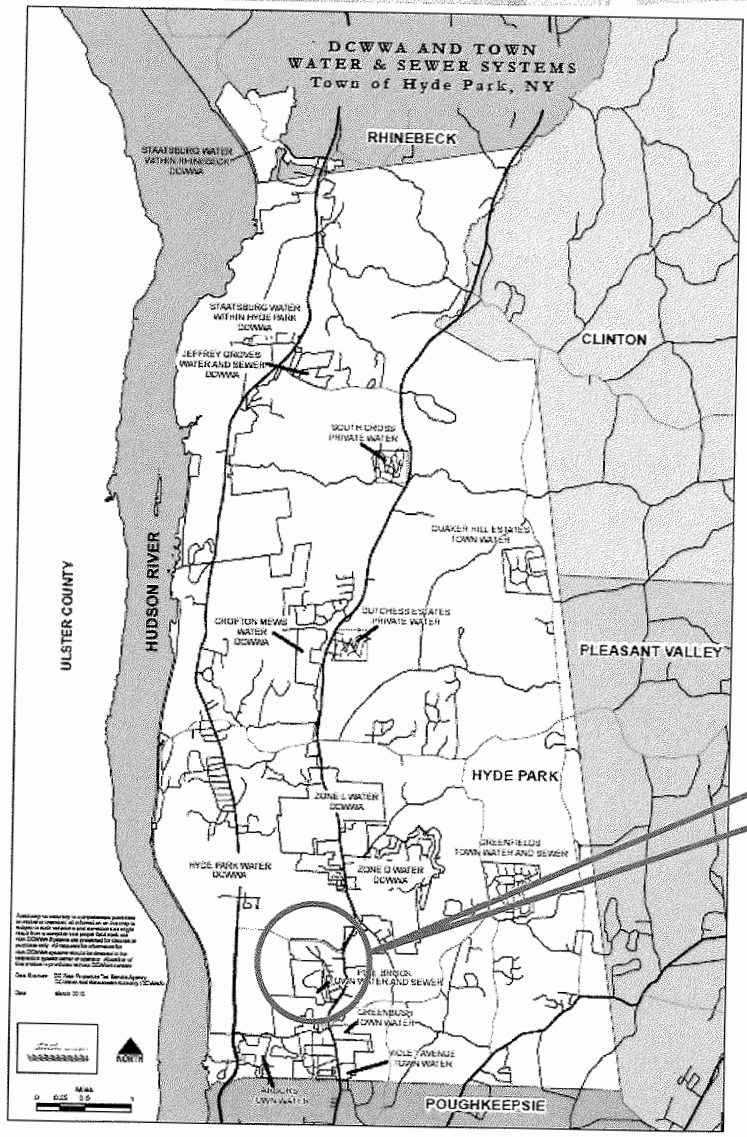
Office Evaluations

- Capacity and demand evaluations
- Water quality/treatment evaluations
- Fire flow and pressure evaluations
- Interconnection evaluations

T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook District



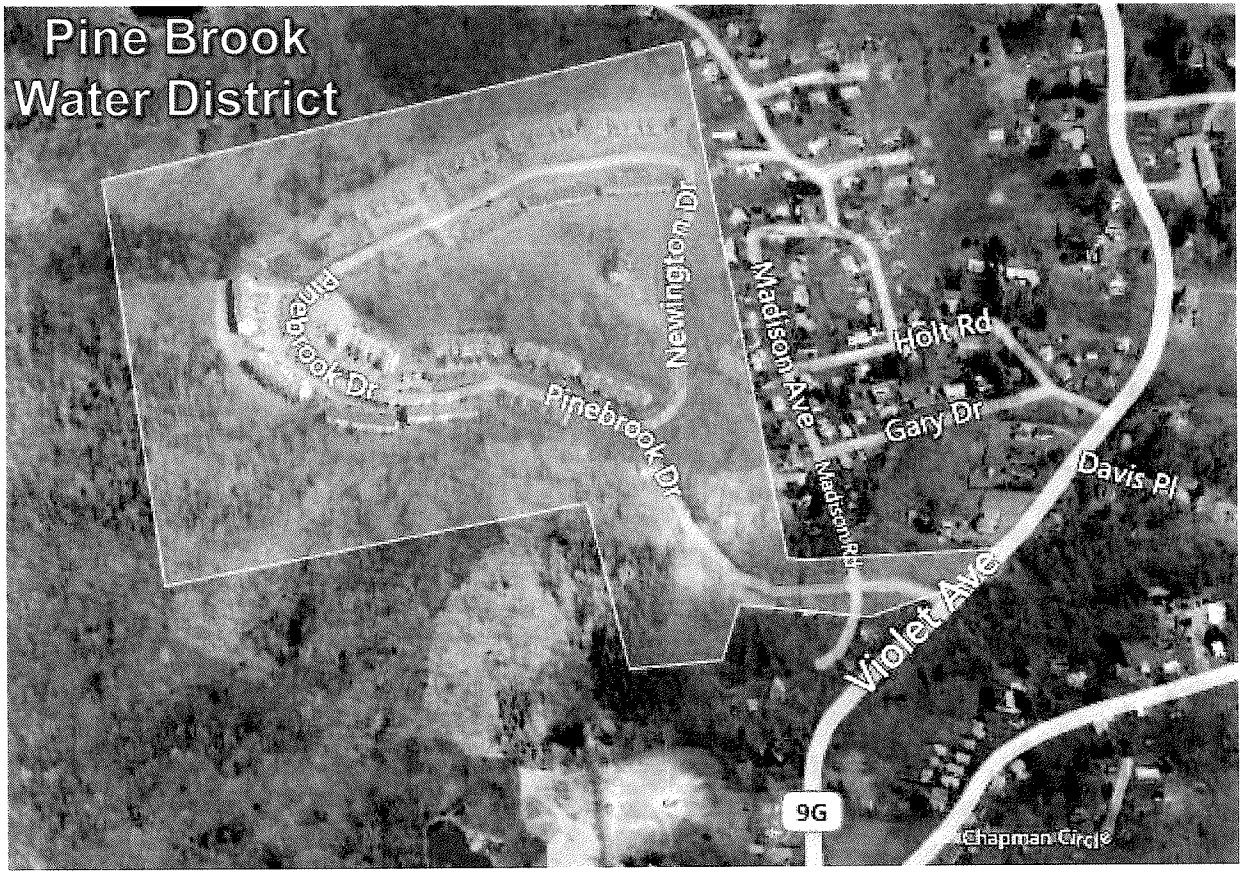
Pine Brook District

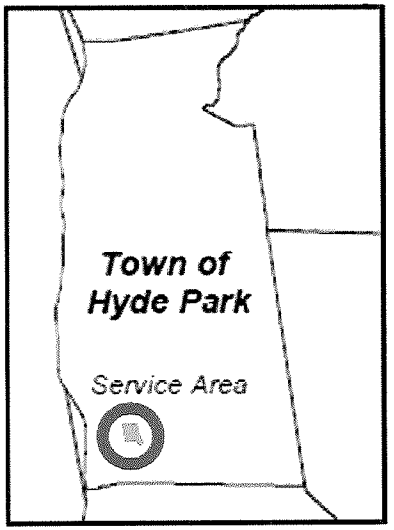
T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District

- Pine Brook Water District: 132 Residential Units





T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District
Source Evaluation

- **Current Source: Groundwater**
- **Capacity[1]**
  - Well 1: 44 gpm (Online and connected/backup)
  - Well 2: 43 gpm (Primary)
  - Well 3: 50 gpm (Operational/not connected)
  - Two 25,000 gal atmospheric storage tanks
- **Demand**
  - Average day demand = 14,513 gal/day (10 gpm)
  - Maximum day demand = 48,200 gal/day (33 gpm)
  - No immediate build-out potential

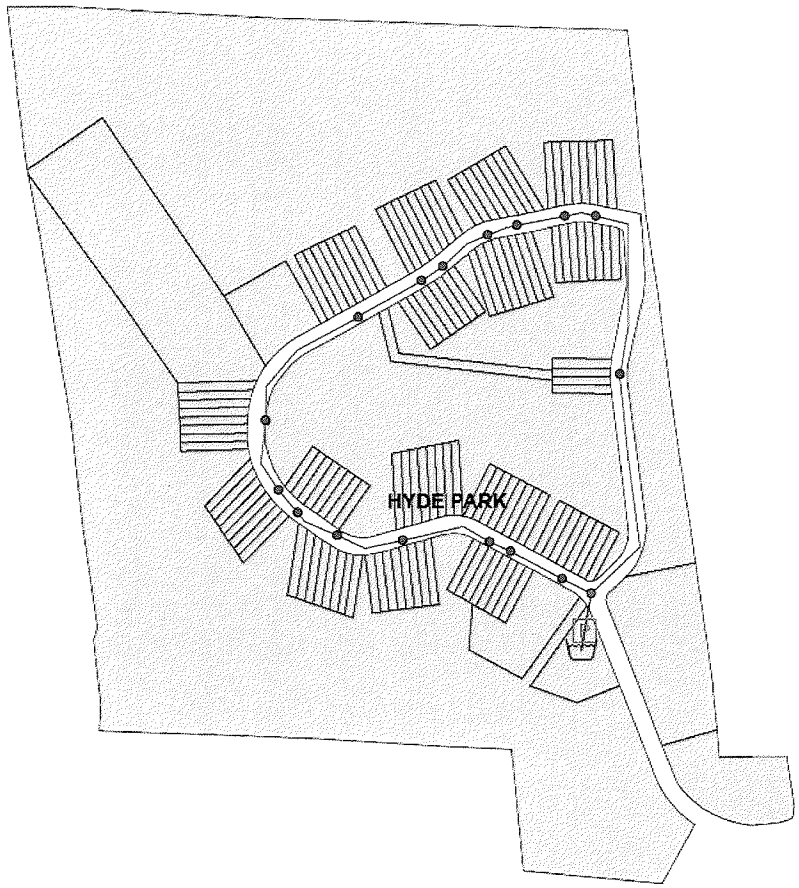
(1) Well production based on 2011 Dutchess Dept. of Health Letter (2013 Dept. of Health Letter did not provide production for each well)

T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District Distribution System Evaluation

- **Pressure:**
  - System pressures: 46 – 61 psi
  - Maintained via 10,000 gal hydropneumatic tank
  - Two 80 gpm booster pumps
- **Flushing Capacity**
  - No flushing hydrants
  - System capable of 0.35 ft/s (2 ft/s desired)



T&B Engineering, P.C.

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Pine Brook Water District Distribution System Evaluation

- **Fire flow not available**
  - ISO requirement unknown
    - » Fire suppression features of condos
    - » 750 to 3500 gpm for 2-3 hours (90,000 – 630,000 gal)
    - » 8” main sufficient to carry flow; but no hydrants
  - Currently 50,000 gallons of storage
- **Fire flow using tank/pumping**
  - Elevated tank or ground storage with pumps
  - Source capacity
  - Water age
  - Cost/long term maintenance

T&B Engineering, P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District
Water Quality Evaluation

Issues with Iron and Manganese

Sample Date	Iron (mg/L)	Manganese (mg/L)	Total (Fe + Mn) (mg/L)
7/1/2011	0.035	0.027	0.062
8/15/2011	1.52	0.575	2.095
8/16/2011	2.45	0.47	2.92
3/23/2012	0.02	0.14	0.16
6/26/2012	0.056	0.035	0.091
12/17/2012	0.236	0.074	0.31
5/14/2013	0.036	0.028	0.064

MCL for iron and manganese is 0.3 mg/L. The concentration of both should not exceed 0.5 mg/L.

Treatment

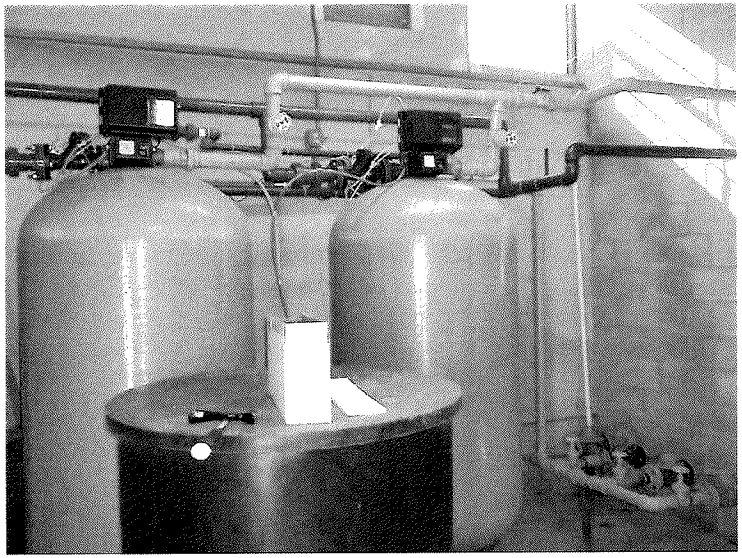
- Re-activating softening units to allow cycling of wells
- Conduct additional sampling of individual wells and combined effluent to confirm issue prior to evaluating alternate treatment

T&B Engineering, P.C.

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Pine Brook Water District
Water Quality Evaluation

- **Other Water Quality Considerations**
  - High sodium levels (52 to 128 mg/L)
  - Expect 1-2 mg/L sodium per 1-2 mg of Fe/Mn removed
  - Options: Desalination or alternate source development
  - Perform additional sampling prior to evaluating possible course of action



T&B Engineering, P.C.

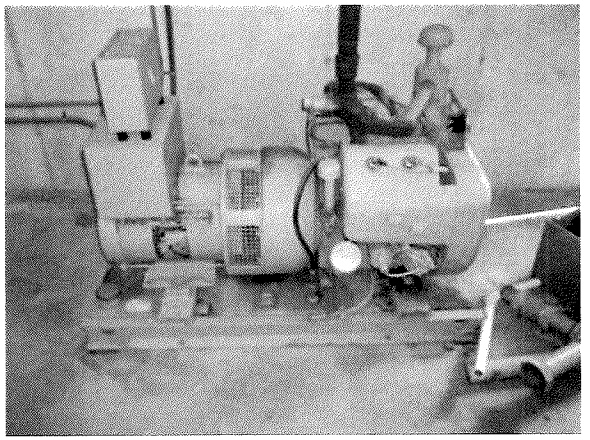
CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District Conditions Assessment

- **Site/Civil**
  - Add door contacts and no trespassing signs
  - Provide locking mechanism for tank access manholes
  - Consider additional security for remote wells



- **Safety**
  - Interior standby generator
    - » Flammable combustible storage must be vented to exterior and lacks signage
    - » Conduct noise audit during operation and provide appropriate hearing protection if necessary



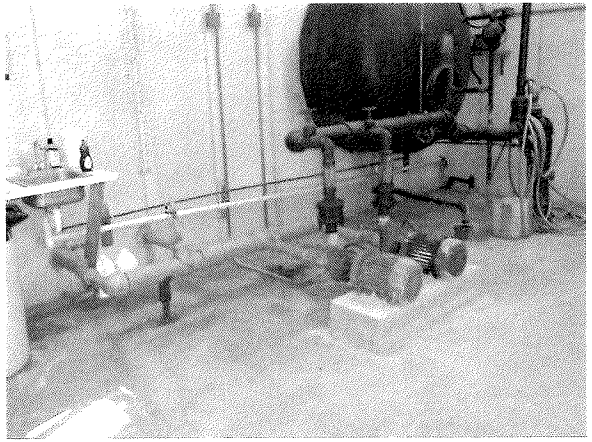
T&B Engineering P.C.

CLARK ENGINEERING & SURVEYING, P.C.

Pine Brook Water District Conditions Assessment

- **Process/Mechanical**
  - Short Term
    - » Replace tank piping (in process)
    - » Replace sample tap
    - » Add/replace pipe supports
    - » Provide permanent tank labels (Immediate)
    - » Provide containment pallets
    - » Provide redundant pump and flow pacing
  - Long Term
    - » Replace transfer pumps
    - » Replace chemical tanks
    - » Replace piping



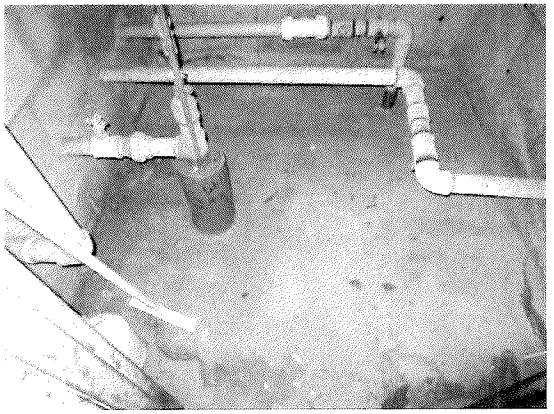


T&B Engineering, P.C.

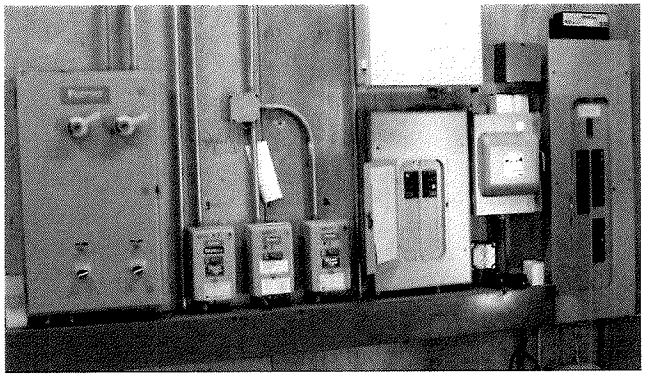
CLARK ENGINEERING & SURVEYING, P.C.

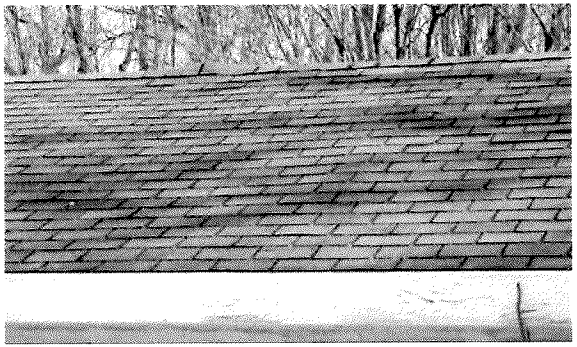
Pine Brook Water District
Conditions Assessment

- **Structural**
  - Replace asphalt shingle roof
  - Clean and paint eave trim
  - Replace deteriorated door frame
  - Repair deteriorated areas of concrete floor
  - Door frame chlorine room in failed condition, replace if door required at opening; clean/paint lintel



- **HVAC/Electrical**
  - Replace electrical distribution equipment
  - Replace generator – locate outdoors
  - Replace exhaust fan



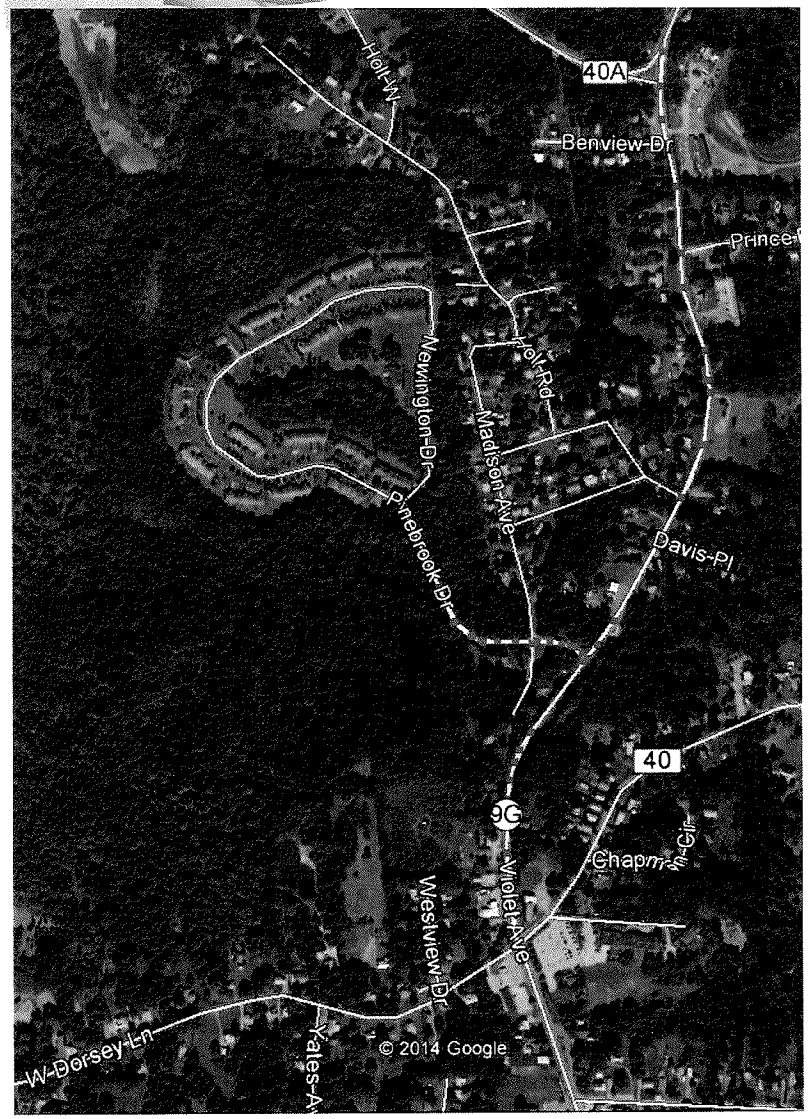


T&B Engineering, P.C.

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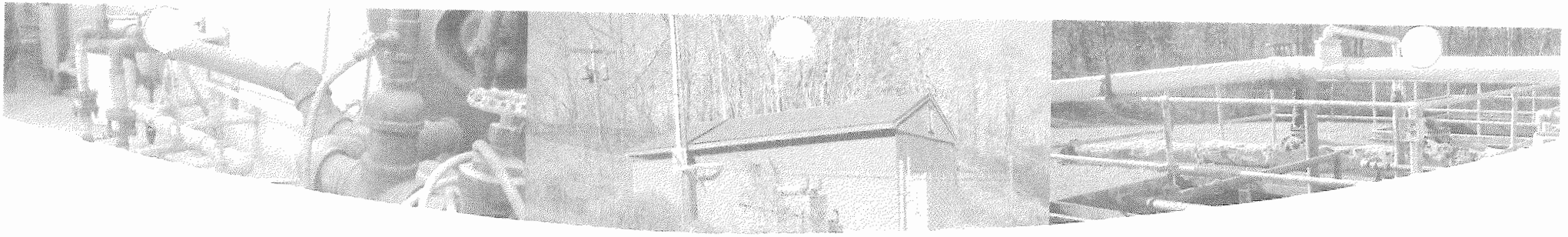
Pine Brook Water District

- **Potential Interconnection**
  - Pine Brook to Hyde Park
    - » 4,500 feet of water main from Hyde Park system to Pine Brook System
    - » Route overlaps Greenbush-Hyde Park interconnection route
    - » Along state highway
    - » Hydraulic grade is similar to Hyde Park – no PRV or PS
  - Estimated cost appx. $1.3 million
  - Cost effectiveness will depend on treatment upgrade needs



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Thank You!

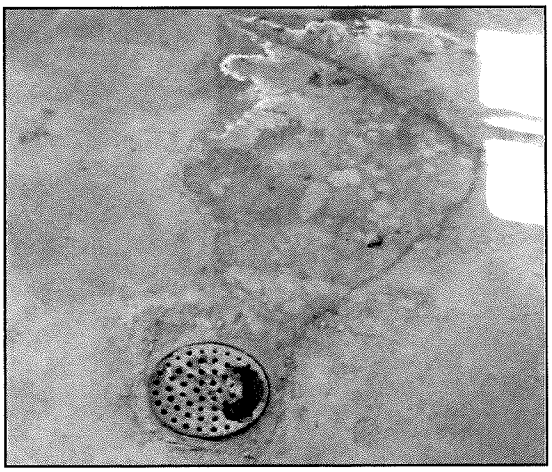
Darleen Buttrick, P.E. Project Manager / Water Facilities
Erin Moore, P.E. Wastewater Facilities
Paul Malmrose, P.E. Principal

T&B Engineering, P.C.

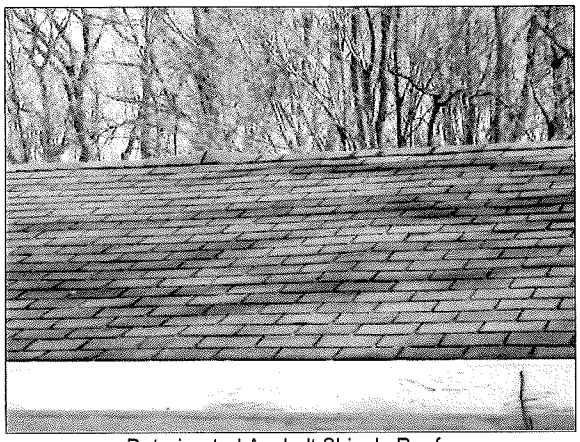
CLARK ENGINEERING & SURVEYING, P.C.

Appendix B
Photographs

PINE BROOK WATER DISTRICT PHOTOS



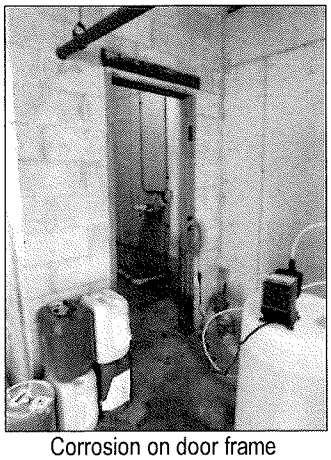
Evidence of Past Chemical Spills to Floor Drain



Deteriorated Asphalt Shingle Roof



Paint on eave trim in poor condition and no gutter present



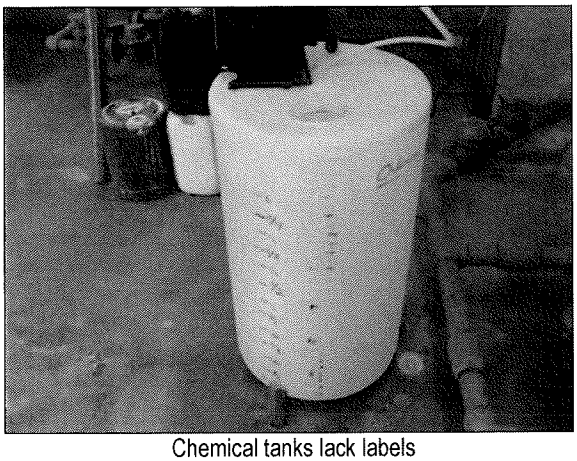
Corrosion on door frame



Crack present in concrete wall



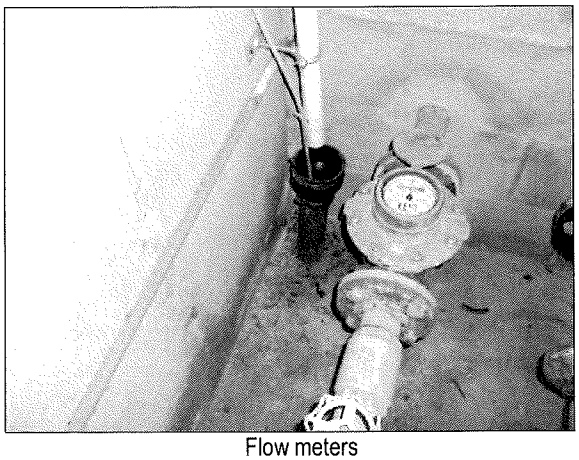
Deterioration of concrete floor slab in old chlorine room



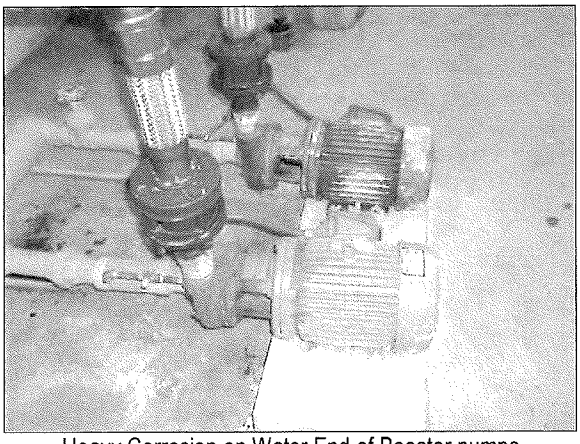
Chemical tanks lack labels



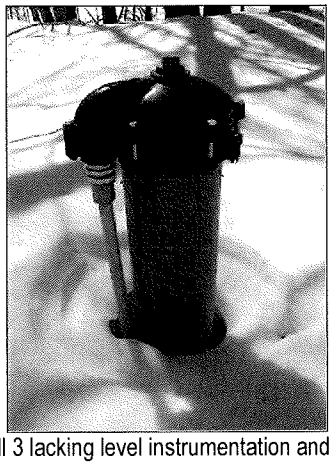
Emergency eyewash bottle



Flow meters



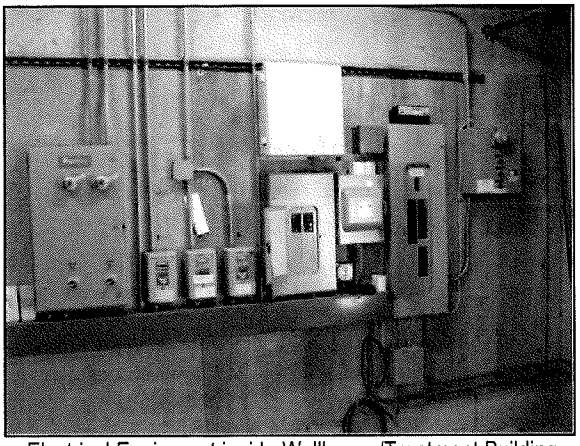
Heavy Corrosion on Water End of Booster pumps



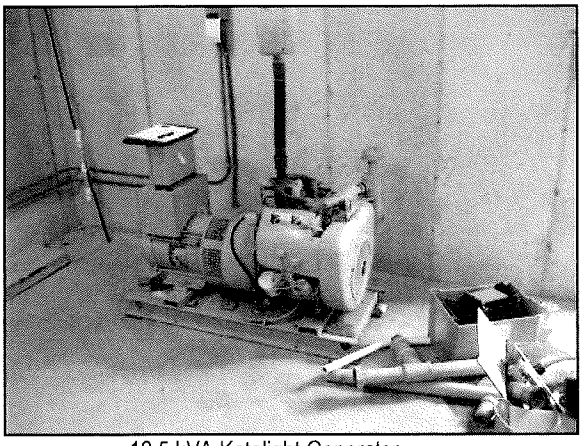
Well 3 lacking level instrumentation and labeling



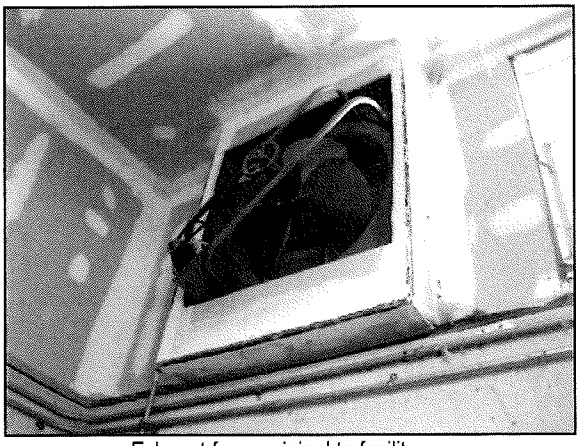
Access Manhole Cover Bolted to the Frames



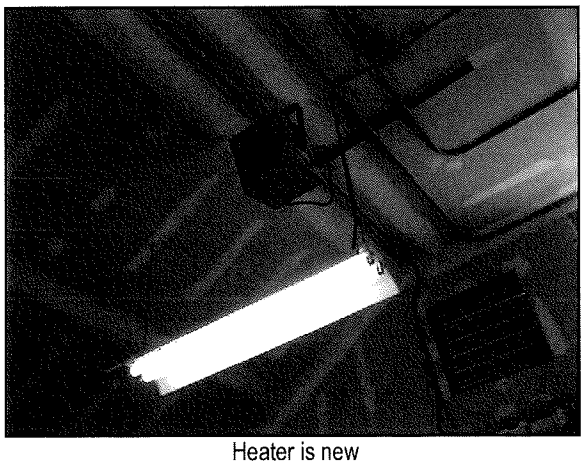
Electrical Equipment inside Wellhouse/Treatment Building



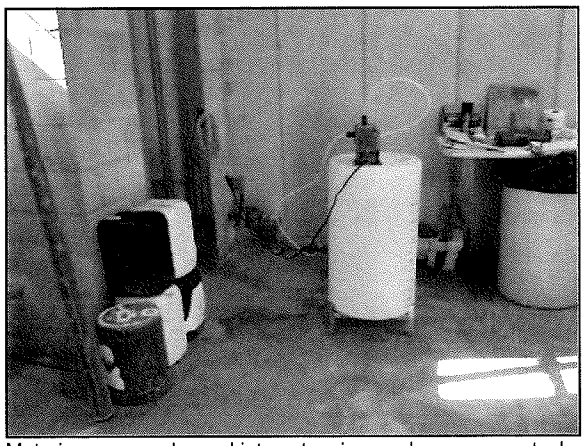
12.5 kVA Katolight Generator



Exhaust fan – original to facility



Heater is new



Metering pumps plugged into extension cords; new receptacle should be provided

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Appendix C
Inspection Reports, Checklists, and Inventories

FACILITY INSPECTION REPORT

Duchess County Hyde Park

InspectID:4

Facility: Pinebrook Water
Address:

Inspection Date: 03/11/2014
Inspected By: David Sullivan
Darleen Buttrick
Marek Strojvus
David Horowitz

GENERAL INFORMATION

Year Facility Constructed: 2000
Year Facility Modified: 2009
Approximate Dimensions: 20'x30'x10'5"
Facility Description: Feeds Condominiums

Identification Signage:
Number of Stories:

CIVIL INSPECTION

Access Road: *Bituminous* ☑ *Overall Condition:* Good
Gravel ☐
Other ☐

Fence: *Chainlink* ☐ *Overall Condition:*
Aluminum ☐ No perimeter fencing
Other ☐
Height:
Gate: *Type:*
Size:
Barbed Wire:
Approximate Age:

Grounds Condition: Muddy, rutting - OK

Exterior Stairs: *Concrete* ☐ *Overall Condition:*
Wood ☐ NA
Steel ☐
Other ☐

Handrail: *Overall Condition:*
NA

FACILITY INSPECTION REPORT

Duchess County Hyde Park

InspectID:4

Facility: Pinebrook Water
Address:

Inspection Date: 03/11/2014
Inspected By: David Sullivan
Darleen Buttrick
Marek Strojvus
David Horowitz

STRUCTURAL / ARCHITECTURAL INSPECTION

Below Grade Vault:

Precast Concrete	☐	N/A
Cast In Place Concrete	☐	
Other	☐	

Interior Dimensions L: W: H:
Hatch Type:
Sump Pit:
General Assessment:

BUILDING STRUCTURE

Roofing Type:

Membrane	☐	*Overall Condition:* Fair
Shingle	☑	Condition: Fair/Poor
Tar and Gravel	☐	Uneven, peeling at peak
Other	☐	Gutter failed at west end

Roof Structure:

Precast Plank	☐	*Overall Condition:*
Cast-in-Place Concrete	☐	Not visible
Wood	☐	No access opening
Other	☐	
Unknown	☑	

Exterior Wall Type:

Single Wythe Masonry	☐	*Overall Condition:*
Double Wythe Masonry	☐	Timber form liner finish
Reinforced Concrete	☑	Isolated tight cracks
Precast Concrete	☐	Paint fair
Wood Frame	☐	*Load Bearing:* Yes
Other	☐	

Interior Wall Type:

Gypsum/Stud Walls	☐	*Overall Condition:*
Masonry	☐	Isolated tight cracks Open crack at tank
Reinforced Concrete	☐	*Load Bearing:* Yes
Other	☐	
Not Applicable	☐	

Foundation:

FACILITY INSPECTION REPORT

Duchess County Hyde Park

InspectID:4

Facility: Pinebrook Water
Address:

Inspection Date: 03/11/2014
Inspected By: David Sullivan
Darleen Buttrick
Marek Strojvus
David Horowitz

	Stone Masonry	☐	*Overall Condition:*
	Reinforced Concrete	☐	Not visible
	Cement Masonry Units	☐	
	Other	☐	
Interior Floor:			
	Reinforced Concrete	☑	*If Reinforced Concrete:* Structural Slab
	Steel with Metal Deck	☐	*Overall Condition:*
	Wood	☐	Diagonal cracks to floor drain
	Other	☐	Floor drain cover failed
Floor Covering:			
	Paint	☐	*Overall Condition:*
	Tile	☐	
	Chemical Coating	☐	
	Other	☐	
	Not Applicable	☑	
Interior Columns:			
	Reinforced Concrete	☐	*Overall Condition:*
	Steel	☐	Chlorine room: Door lintel heavy rust
	Wood	☐	Abadoned door frame failed
	Other	☐	Concrete floor scaled acreas
	Not Applicable	☐	
Structural Frame:			
	Reinforced	☐	*Overall Condition:* Good
	Steel	☐	*Braced:*
	Other	☑	Concrete shear walls
	Not Applicable	☐	
Interior Paint:	None		*Overall Condition:*
Doors:	*Hollow Metal*	☑	*Overall Condition:* Poor
	Wood	☐	Double doors. Heavy rust at base of frame; moderate rust on door interior
	Other	☐	
Windows:	Wood double hung		*Overall Condition:* Satisfactory
Stairs:	None		*Overall Condition:*

Facility:	Pine Brook Water	**Inspection Date:**	
Address:	Hyde Park, NY	**Inspected By:**	D. Buttrick
			M. Strojvus
			D. Sullivan
			D. Horowitz

Potential Code Issues:

Notes:

BUILDING SUPPORT SYSTEMS INSPECTION

Boiler:	None	Overall Condition:	
Fuel Source:	Electric	Capacity:	
Heating Type:	Electric Unit Heater	Overall Condition:	New 2012
Ventilation Type:	Electric Fan & Louver	Overall Condition:	Cools
AC System Type:	None	Overall Condition:	
Dehumidification:	None	Overall Condition:	
Sump Pumps:	None	Overall Condition:	

Notes:

Security Checklist

Location: Pine Brook Water

Key:
✓ Yes
* No - potential concerns
- Not applicable
? Unable to be determined or confirm

Engineering, P.C.

Question	Status	Comments
Is access to critical components restricted to authorized personnel only?	✓	
Are all facilities fenced and are gates locked where appropriate?	*	No perimeter fencing
Are all doors, windows, and other points of entry such as tank and roof hatches and vents kept closed and locked?	✓	
Is there external lighting?	✓	Street lights and exterior building lights
Are warning signs (tampering, unauthorized access, etc.) posted on all critical components of the facility?	✓	Private property sign posted
Does the Owner patrol and inspect all components of the facility?	✓	Daily
Are all areas around the facility free of objects that may be used for breaking and entering?	✓	
Are the entry points to all of the facilities visible?	✓	
Is there an alarm system to detect unauthorized entry?	*	No door contacts
Is there key control and accountability policy?	✓	Limited authorized personnel
Are there entry codes and keys limited to water personnel only?	-	
Are cameras or motion detectors installed?	*	Not likely necessary
Are tank ladders, access hatches, and entry points secured?	-	N/A
Are vents and overflow pipes properly protected with screens and/or grates?	-	N/A

Chemicals Checklist

Chemical Name: Sodium Hypochlorite
Location: Pine Brook Water

Key:
- ✓ **Conforms with Guidelines**
- * **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Tanks		
Size of Tanks	-	One 35-gal tank on small stand, carboys (unlabeled) for transport
Tank Labels	*	Labeled "chlorine" with marker; carboys not labeled
Overflows - bulk	-	
Overflows - day	-	
Level instrumentation - bulk tank	-	
Level instrumentation - day tank (scale?)	*	Visual only; checked daily
No incompatible chemicals next to EO (note what adjacent)	-	No other chemicals
Other		
Secondary containment?	*	None; evidence of spills during transfers from carboy to tank
Height of berm	-	
Coating system - presence, adequacy	-	
Fill Stations - presence, adequacy	-	
Eyewash - presence	*	Small hand eyewash
Eyewash - flow switches and alarms	-	NA
Eyewash - tempered water	-	NA
Location of chem injection/carrier water needed?	✓	Inject at location; no carrier water needed
Float switches/alarms in containment	-	
All flow pacing chemicals?	*	No; recommended
Minimum 2 metering pumps	*	Only one, no spare onsite

Notes:

(1) Based on *Recommended Standards for Water Works, 2012 Edition*

(2) Well 1 on - best quality well

(2) Wells 2&3 can be used - worse in terms of quality, but health departmet wants them to cycle these in

Storage Tank Design and Construction Guidelines

Storage Tank (s): 2-Atmospheric, 1-Hydropneumatic
Capacity: 2-25,000 gal atm; 1-6,000 gal hyd.
Location: Pine Brook Water

Key:
- ✓ **Conforms with Guidelines**
- * **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Location		
Fencing, locks on manholes, and other precautions to prevent trespassing, vandalism, and sabotage	*	None; recommend locks on manholes
Buried and partially buried storage tanks located at least 50 feet from any part of a subsurface sewage disposal system, sanitary sewer, and other sources of possible contamination	✓	
General Design and Construction Considerations		
Constructed to protect stored water from birds, animals, insects, and excessive dust	✓	
Tanks are watertight and have no openings except for properly installed pipes, appurtenances, and equipment	✓	Each atm - one MH and each has a vent
Sloped roof to facilitate drainage when basin is covered with earthen material; grading to drain surface runoff at least 50 feet away from tank roof	✓	Slopes away (buried)
Impermeable membrane roof covering with buried tanks	-	Steel tanks
Top of ground level and partially buried reservoirs to be at least 2 feet above normal ground surface	✓	
Area surrounding partially buried and ground level tanks to be graded to drain surface runoff away from the storage tank	✓	
Bottom of tank placed above groundwater table when located below normal ground surface; at least 50 percent of water depth above grade	✓	
Capability to isolate tanks from distribution system	✓	
Protection from trespassers (e.g., locked fencing, locks on access manholes, etc.)	*	No, bolts on top of access pt, but not able to lock, add provisions for locking mechanishm
Materials		
Tank materials and products in contact with stored water are compatible with finished water quality	✓	
Metallic materials protected against internal and external corrosion	?	No cathodic protection noted
Coating and Cathodic Protection		
Coatings and cathodic protection conform to applicable AWWA standards and industry standards	?	Unable to determine
Interior coatings properly applied and cured to prevent leaching of substances into stored water (use 100% solids coating systems whenever possible)	?	Unable to determine
Cathodic protection system used and access plates are sealed watertight	?	Unable to determine
Appurtenances		
Overflow pipe properly sized to permit waste of excess water in excess of the maximum storage tank fill rate	*	Vents only
Overflow pipes open downward and are screened	-	
Overflows are not directly connected to any sanitary sewer or storm drainage system	-	
Overflows for buried tanks to discharge to daylight and be provided with an air gap 12-24" above the flood rim of the drain inlet, basin, splash pad, or equivalent drainage structure	-	
Vents are not used as an overflow and are located above overflow elevation	*	Vents appear to be operating as overflow
Vents on buried basins to terminate in an inverted "J" manner 24 inches above grade or tank roof	✓	4' above grade
Vents and overflows equipped with minimum 24-mesh noncorrodible screen (may also be equipped with a flap valve or duckbill valve) for buried tanks; 4-mesh noncorrodible screen for elevated standpipes	✓	Screen stuffed into vent, could be better installed

Storage Tank Design and Construction Guidelines

Storage Tank (s): 2-Atmospheric, 1-Hydropneumatic
Capacity: 2-25,000 gal atm; 1-6,000 gal hyd.
Location: Pine Brook Water

Key:
- ✓ **Conforms with Guidelines**
- * **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Vents properly designed to exclude animals, dust, rainwater, etc.	✓	See note above
Means to monitor water level	✓	Warwick level monitoring device
Convenient access to the interior for inspection, cleaning, painting, and maintenance (i.e., access hatches and/or manholes); at least two manholes at each water compartment	✓	One manhole - 24" with 28" cover
Roof hatches with a frame that extends at least 4 inches above roof and fitted with watertight gasketed cover overlapping frame at least 2 inches	✓	26" above
Manholes sealed with watertight gasket for buried tanks and elevated at least 24 inches above top or covering sod	✓	Sealed
Concrete manhole risers watertight and monolithic	✓	Steel riser
Access hatches and manholes are locked	*	Not locked, but bolts very corroded, would be difficult to access. Recommend new bolts and locking device
Provision for drainage to daylight with 24-mesh noncorrodible screen, flap valve, duckbill valve, or removable cap/plug	-	no overflow
Drains are not directly connected to sanitary sewer, storm drain, or sump	-	
Discharge pipes are located to prevent flow of sediment into distribution system	?	Unable to confirm
Smooth-nosed sample taps to allow for collection of water quality samples	✓	Old
Separate taps on inlet and outlet pipes, if separate inlet and outlet is available	*	No sample on inlet, only outlet before pumps. Sample tops on wells.
Controls to maintain levels and alarms for high and low water level indication (float switches with mercury are prohibited)	✓	Adding currently
High and low water level alarms with alarms located where 24 hour surveillance available	✓	Adding currently

Notes:
(1) Based on *Recommended Standards for Water Works, 2003 Edition*

Well Checklist

Name: Pinebrook Well #1
Location: Across road from wellhouse/treatment building

Key:
- ✓ **Conforms with Guidelines**
- * **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Well Considerations		
Located a minimum of three feet above the 100-year flood elevation or flood of highest record	✓	
Well accesible and maintained to facilitate maintenance and other activities	✓	Walkable, drivable without snow
Grading around well/wellhouse to lead surface drainage away	✓	Possible, no mound though
Well casing sealed with one piece watertight, vermin-proof cap, lockable cap	✓	With hex nut
Well casing terminates 18" above finished grade, or 12" above wellhouse floor	✓	18"-19" above grade
Contains well casing vent with downward turning vent and screen	✓	Integ
Casing vent terminates 12" above grade or 6" above wellhouse floor	✓	
Fencing and other precautions to prevent trespassing, vandalism, and sabotage	*	No fencing or other security
Wellhouse General Design and Construction Considerations		
Durable construction, fire and weather resistant, with outward-opening doors	-	
Floor elevation at least six inches above finished grade	-	
Floors sloped to sump or drain	-	
Openings in floor or roofs for equipment removal	-	
Adequate dehumidification to prevent excessive moisture	-	
Equipment		
Automatic signaling apparatus reporting when station is out of service	*	In process of installing LP/HP but no well status
Check valve on discharge side of pump between pump and shut-off valve	✓	Internal, submersible pump with pitless adapter
Watertight joints on piping	-	
Piping protected against water hammer and suitable restraints provided	-	
Standard pressure gauge on discharge line	*	None inside wellhouse
Individual sample tap	✓	sample tap not smooth nosed
Instrumentation for well level	*	None
Station has means of measuring discharge flow	✓	Kent T3000; no instantaneous
Electrical controls located above grade	✓	In building, but no remote disconnect
Standby power provided	✓	Yes, at wellhouse

Notes:
(1) Based on *Recommended Standards for Water Works, 2012 Edition*

Well/Wellhouse Checklist

Station Name: Well #2 and Wellhouse
Location: Inside Treatment Butilding

Key:
- ✓ **Conforms with Guidelines**
- * **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Well Considerations		
Located a minimum of three feet above the 100-year flood elevation or flood of highest record	✓	
Well accesible and maintained to facilitate maintenance and other activities	✓	Inside wellhouse
Grading around well/wellhouse to lead surface drainage away	✓	Slight with a capped FD, immediately next to well
Well casing sealed with one piece watertight, vermin-proof cap, lockable cap	*	2-piece, but exempted by DOH
Well casing terminates 18" above finished grade, or 12" above wellhouse floor	✓	13" above wellhouse floor
Contains well casing vent with downward turning vent and screen	✓	
Casing vent terminates 12" above grade or 6" above wellhouse floor	✓	42"
Fencing and other precautions to prevent trespassing, vandalism, and sabotage	-	NA - inside wellhouse
Wellhouse General Design and Construction Considerations		
Durable construction, fire and weather resistant, with outward-opening doors	✓	See Note 2
Floor elevation at least six inches above finished grade	*	No, only ~1"
Floors sloped to sump or drain	✓	To sewer
Openings in floor or roofs for equipment removal	✓	Yes,plywood patch, not a hatch
Adequate dehumidification to prevent excessive moisture	-	None, but no moisture issues at the time of inspection
Equipment		
Automatic signaling apparatus reporting when station is out of service	*	In process of putting in alarm system, HP-LP, but no well status.
Check valve on discharge side of pump between pump and shut-off valve	✓	Internal to the well
Watertight joints on piping	✓	
Piping protected against water hammer and suitable restraints provided	*	No restraints at meter, corrosion at meter and shutoff
Standard pressure gauge on discharge line	*	None
Instrumentation for well level	*	None
Station has means of measuring discharge flow	✓	Kent T3000
Electrical controls located above grade	✓	
Standby power provided	✓	

Notes:

(1) Based on *Recommended Standards for Water Works, 2012 Edition*

Well/Wellhouse Checklist

Station Name: Well #2 and Wellhouse
Location: Inside Treatment Butilding

Key:
- ✓ Conforms with Guidelines
- ★ Does not conform to Guidelines
- \- Not applicable
- ? Unable to be determined or confirm

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
(2) Piping inside ok, hydropneumatic piping corroded		

Well Checklist

Station Name: Pinebrook Well #3
Location: Outside next to wellhouse/treatment building

Key:
- ✓ **Conforms with Guidelines**
- ✱ **Does not conform to Guidelines**
- \- **Not applicable**
- ? **Unable to be determined or confirm**

T&B Engineering, P.C.

10 State Standards Guideline[1]	Compliance Status	Comments
Well Considerations		
Located a minimum of three feet above the 100-year flood elevation or flood of highest record	✓	
Well accesible and maintained to facilitate maintenance and other activities	✓	
Grading around well/wellhouse to lead surface drainage away	✓	Small mound
Well casing sealed with one piece watertight, vermin-proof cap, lockable cap	✓	
Well casing terminates 18" above finished grade, or 12" above wellhouse floor	✓	29"
Contains well casing vent with downward turning vent and screen	✓	
Casing vent terminates 12" above grade or 6" above wellhouse floor	✓	
Fencing and other precautions to prevent trespassing, vandalism, and sabotage	✱	No fencing or other security
Wellhouse General Design and Construction Considerations		
Durable construction, fire and weather resistant, with outward-opening doors	-	
Floor elevation at least six inches above finished grade	-	
Floors sloped to sump or drain	-	
Openings in floor or roofs for equipment removal	-	
Adequate dehumidification to prevent excessive moisture	-	
Equipment		
Automatic signaling apparatus reporting when station is out of service	✱	In process of putting in alarm system, HP-LP, but no well status
Check valve on discharge side of pump between pump and shut-off valve	✓	
Watertight joints on piping	-	
Piping protected against water hammer and suitable restraints provided	-	
Standard pressure gauge on discharge line	✱	None
Instrumentation for well level	✱	None
Station has means of measuring discharge flow	✓	
Electrical controls located above grade	✓	Yes, in station - no remote disconnect
Standby power provided	✓	At wellhouse

Notes:
(1) Based on *Recommended Standards for Water Works, 2012 Edition*

T&B Engineering, P.C.

Hyde Park Capital Improvements Plan
Liquid Chemical Feed Systems Inventory - Pine Brook Water

Location	Chemical	Storage		
		Type	Number	Volume
Pine Brook Water	Sodium Hypochlorite	Day Tank - LPE	1	35 gal

Location	Chemical	Feed/Metering/Transfer Pumps						
		Mfg / Type	Number	Model	Serial Number	Motor	Max. Output (gph)	Max. Discharge Press.(psig)
Pine Brook Water	Sodium Hypochlorite	Pulsafeeder - Electronic Metering Pump	1	LPD4SA-VVC9-U03	386215	0.1 hp	0.92	150

Location	Chemical	Equipment Age	Condition	Eyewash Station	Comments/Observations
Pine Brook Water	Sodium Hypochlorite	Day Tank - 2000s Pump - 07/12	Fair	A bottle system	Provide secondary containment, spare metering pump, flow pacing

Engineering, P.C.

Major Equipment Inventory - Electrical

Equipment	Manufacturer	Model #	Serial #	Quantity	Approximate Year Installed	Condition	Notes
Panelboard	General Electric	Loadcenter		2	1988	Good	120/208V
Generator	Katolight	G10 FPW4		1	1988	Fair	10 kW, 120/208 V
Manual Transfer Switch	General Electric	TC35362		1	1988	Good	600 VAC, 60 A
Starters	Furnas	12050C		3	1988	Good	
TVSS	Hubbell	HBL4W100B		1	1988	Good	
Pump CP	Furnas	-		1	1988	Good	
Exhaust Fan	Emerson Electric	-	-	1	1988	Good	
Electric Unit Heater	Dayton	-		2	2014	New	
Indoor Light Fixtures	-	-		6	-	Good	Industrial fluorescent tyoe fixtures
Exterior Light Fixture	-	-		1	-	Good	HID type downlight fixture

Appendix D
Supporting Documentation – Budgetary Cost Estimates

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Urgent Improvements
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES				
1.1	**Urgent Improvements Total**				**$16,300**
	Interior Signage/Labeling/Fire Extinguisher/Misc.				$500
	Emergency Eyewash Shower				$6,000
	Provide vent for fuel tank to building exterior				$5,000
	Provide GFI Receptacle for metering pump				$500
	Sample Tap Replacement				$2,300
	Containment Pallets				$2,000
1.2	**General Conditions**				**$1,700**
	10% of Construction Activities	%	10	---	$1,700
2.0	**Total Activity Costs**				**$22,500**
	Activity Subtotal				$18,000
	Contingency on Activities @ 25%				$4,500
3.0	**Consultants**				**$5,800**
	Architectural @ 1%				$300
	Construction Administration @ 8%				$1,800
	Engineering @ 10%				$2,300
	Environmental & Archeological @ 4%				$900
	Survey @ 2%				$500
4.0	**Owner**				**$1,400**
	Administration @ 1% Activities				$300
	Project Management @ 3%				$900
	Legal @ 0.5%				$200
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$32,700**
	Subtotal (Activities + Consultants + Owner)				$29,700
	Project Contingency @ 10% Activities + Consultants + Owner				$3,000
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$32,700
	5/2015 - 5/2016				$33,600

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Urgent Improvements
Town of Hyde Park, NY

SECTION	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
DIVISION 10 - SPECIALTIES					
101402	Interior Signage/Labeling/Fire Extinguisher/Misc.	LS	1	$500	$500
SUBTOTAL - DIVISION 10					**$500**
DIVISION 22 - PLUMBING					
224533	Emergency Eyewash Shower	EA	1	$6,000	$6,000
SUBTOTAL - DIVISION 22					**$6,000**
DIVISION 23 - HVAC					
235123	Provide vent for fuel tank to building exterior	LS	1	$5,000	$5,000
SUBTOTAL - DIVISION 23					**$5,000**
DIVISION 26 - ELECTRICAL					
260500	Provide GFI Receptacle for metering pump	LS	1	$500	$500
SUBTOTAL - DIVISION 26					**$500**
DIVISION 33 - Utilities					
331000	Replace sample taps with smooth-nosed taps	EA	3	$750	$2,300
SUBTOTAL - DIVISION 33					**$2,300**
DIVISION 44 - WATER POLLUTION CONTROL EQUIPMENT					
444133	Containment Pallets	EA	2	$1,000	$2,000
SUBTOTAL - DIVISION 44					**$2,000**
SUBTOTAL					**$16,300**
Division 1 - General Conditions (10%)					$1,630
Probable Construction Cost					**$17,930**

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
ShortTerm Improvements
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES				
1.1	**Short Term Improvements Total**				**$137,350**
1.2	**General Conditions**				**$13,800**
	10% of Construction Activities	%	10	---	$13,800
2.0	**Total Activity Costs**				**$188,950**
	Activity Subtotal				$151,150
	Contingency on Activities @ 25%				$37,800
3.0	**Consultants**				**$47,400**
	Architectural @ 1%				$1,900
	Construction Administration @ 8%				$15,200
	Engineering @ 10%				$18,900
	Environmental & Archeological @ 4%				$7,600
	Survey @ 2%				$3,800
4.0	**Owner**				**$10,200**
	Administration @ 1% Activities				$1,900
	Project Management @ 3%				$7,100
	Legal @ 0.5%				$1,200
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$271,250**
	Subtotal (Activities + Consultants + Owner)				$246,550
	Project Contingency @ 10% Activities + Consultants + Owner				$24,700
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$271,250
	5/2015 - 5/2016				$278,600
	5/2016 - 5/2017				$286,200
	5/2017 - 5/2018				$294,000
	5/2018 - 5/2019				$302,000
	5/2019 - 5/2020				$310,200

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Short Term Improvements
Town of Hyde Park, NY

SECTION	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
DIVISION 3 - CONCRETE					
033000	Repair concrete floor slab	LS	1.0	$3,000	$3,000
SUBTOTAL - DIVISION 3					**$3,000**
DIVISION 7 - Thermal and Moisture Protection					
072119	Insulation Fiberglass	SF	450	$5	$2,250
073113	Asphalt Shingles	SF	750	$15	$11,300
077123	Replace Gutter	LS	1	$1,000	$1,000
SUBTOTAL - DIVISION 7					**$14,550**
DIVISION 8- OPENINGS					
081113	New door and frame	EA	1	$4,000	$4,000
087153	Security locks/new bolts for hatches	LS	1	$500	$500
SUBTOTAL - DIVISION 8					**$4,500**
DIVISION 9 - FINISHES					
099000	Repaint eave trim	LS	1	$5,000	$5,000
099000	Paint interior door lintel	LS	1	$1,000	$1,000
099000	Surface prep/painting of hydropneumatic tank	LS	1	$5,000	$5,000
SUBTOTAL - DIVISION 9					**$11,000**
DIVISION 10 - SPECIALTIES					
101402	Interior Signage/ hearing protection for generator	LS	1	$500	$500
101402	Signage for wells	EA	2	$500	$1,000
SUBTOTAL - DIVISION 10					**$1,500**
DIVISION 22 - PLUMBING					
220500	Replace floor drain cover	EA	1	$500	$500
221200	Storage Tanks - secure screens	EA	2	$150	$300
221123	Booster Pump System Skid	LS	1	$15,000	$15,000
SUBTOTAL - DIVISION 22					**$15,800**
DIVISION 26 - ELECTRICAL					
260500	Metering Pump Wiring (flow pacing)	EA	2	$1,500	$3,000
260500	Panelboard	LS	1	$5,500	$5,500
260500	Automatic Transfer Switch	LS	1	$3,500	$3,500
260500	Pump Starters	LS	1	$3,000	$3,000
260500	Surge Protection Device for well pumps	LS	1	$1,000	$1,000
260500	GFI Receptacles	LS	1	$1,500	$1,500
263200	Packaged Generator	LS	1	$27,500	$27,500
SUBTOTAL - DIVISION 26					**$45,000**
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY					
280500	Security/Door Contacts	LS	1	$1,000	$1,000
283100	Fire Detection System	LS	1	$500	$500
SUBTOTAL - DIVISION 28					**$1,500**
DIVISION 31 - EARTHWORK					
312216	Grading of areas around Well 1	LS	1	$2,500	$2,500
SUBTOTAL - DIVISION 31					**$2,500**

Pinebrook Water District
Short Term Improvements
Town of Hyde Park, NY

SECTION	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
DIVISION 40 - PROCESS INTERCONNECTIONS					
400000	Well 3 Reconnection into active service	LS	1	$1,000	$1,000
407100	New flow Meter with chart recorder	EA	4	$3,000	$12,000
402414	Replacement of Corroded Pipe and Supports	LS	1	$10,000	$10,000
407000	Instrumentation for wells- Flow meter, pressure gauges	LS	1	$10,500	$10,500
SUBTOTAL - DIVISION 40					**$33,500**
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT					
432300	Provide spare Metering Pump	EA	1	$3,000	$3,000
434143	New Day Tank	EA	1	$1,500	$1,500
SUBTOTAL - DIVISION 43					**$4,500**
SUBTOTAL					**$137,350**
Division 1 - General Conditions (10%)					$13,800
Probable Construction Cost					**$151,150**

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Long Term Improvements
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES				
1.1	**Long Term Improvements**				**$282,000**
1.2	**General Conditions**				**$28,200**
	10% of Construction Activities	%	10	---	$28,200
2.0	**Total Activity Costs**				**$387,750**
	Activity Subtotal				$310,200
	Contingency on Activities @ 25%				$77,550
3.0	**Consultants**				**$97,200**
	Architectural @ 1%				$3,900
	Construction Administration @ 8%				$31,100
	Engineering @ 10%				$38,800
	Environmental & Archeological @ 4%				$15,600
	Survey @ 2%				$7,800
4.0	**Owner**				**$21,000**
	Administration @ 1% Activities				$3,900
	Project Management @ 3%				$14,600
	Legal @ 0.5%				$2,500
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$556,550**
	Subtotal (Activities + Consultants + Owner)				$505,950
	Project Contingency @ 10% Activities + Consultants + Owner				$50,600
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$556,550
	5/2015 - 5/2016				$571,600
	5/2016 - 5/2017				$587,000
	5/2017 - 5/2018				$602,800
	5/2018 - 5/2019				$619,100
	5/2019 - 5/2020				$635,800
	5/2020 - 5/2021				$653,000
	5/2021 - 5/2022				$670,600
	5/2022 - 5/2023				$688,700
	5/2023 - 5/2024				$707,300
	5/2024 - 5/2025				$726,400

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Long Term Improvements
Town of Hyde Park, NY

SECTION	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
DIVISION 23 - HVAC					
236200	Replace Exhaust Fan	EA	1	$4,000	$4,000
238239	Replace Unit Heater	EA	1	$3,000	$3,000
SUBTOTAL - DIVISION 23					**$7,000**
DIVISION 33 - Utilities					
331600	New Hydropneumatic Tank (exterior with insulation)	LS	1	$55,000	$55,000
SUBTOTAL - DIVISION 33					**$55,000**
DIVISION 40 - PROCESS INTERCONNECTIONS					
402414	Replace interior piping	LS	1	$20,000	$20,000
SUBTOTAL - DIVISION 40					**$20,000**
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT					
432500	New Well Pump (Well 2) and well cap	EA	1	$30,000	$30,000
432500	New Well Pump (Well 3)	EA	1	$20,000	$20,000
434111	New Atmospheric storage tank (steel with insulation)	EA	1	$150,000	$150,000
SUBTOTAL - DIVISION 43					**$200,000**
SUBTOTAL					**$282,000**
Division 1 - General Conditions (10%)					$28,200
Probable Construction Cost					**$310,200**

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Short Term Improvements - Study/Planning Activities
Town of Hyde Park, NY

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
	EVALUATION ACTIVITIES				
1.1					**$15,000**
	Conduct Flow Testing for wells	LS	1	$15,000	$15,000
1.2	**General Conditions**				**$1,500**
	10% of Construction Activities	%	10	---	$1,500
2.0	**Total Activity Costs**				**$20,700**
	Activity Subtotal				$16,500
	Contingency on Activities @ 25%				$4,200
3.0	**Consultants**				**$2,100**
	Architectural @ 1%				n/a
	Construction Administration @ 8%				n/a
	Engineering @ 10%				$2,100
	Environmental & Archeological @ 4%				n/a
	Survey @ 2%				n/a
4.0	**Owner**				**$900**
	Construction Administration @ 1% Activities				n/a
	Project Management @ 3%				$700
	Legal @ 0.5%				$200
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$26,100**
	Subtotal (Activities + Consultants + Owner)				$23,700
	Project Contingency @ 10% Activities + Consultants + Owner				$2,400
6.0	**Escalation (at 3% annually)**				
	5/2014 - 5/2015				$26,100
	5/2015 - 5/2016				$26,900
	5/2016 - 5/2017				$27,700
	5/2017 - 5/2018				$28,500
	5/2018 - 5/2019				$29,300

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Interconnection to Greenbush Water District
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES	**UNITS**	**QTY**	**UNIT PRICE**	
1.1	**Interconnection to Greenbush Water District**				**$980,000**
	12" Pipe on state-owned road	LF	1400	$400	$560,000
	12" piper on town-owned roads	LF	1400	$300	$420,000
1.2	**General Conditions**				**$98,000**
	10% of Construction Activities	%	10	---	$98,000
2.0	**Total Activity Costs**				**$1,347,500**
	Activity Subtotal				$1,078,000
	Contingency on Activities @ 25%				$269,500
3.0	**Consultants**				**$337,000**
	Architectural @ 1%				$13,500
	Construction Administration @ 8%				$107,800
	Engineering @ 10%				$134,800
	Environmental & Archeological @ 4%				$53,900
	Survey @ 2%				$27,000
4.0	**Owner**				**$72,600**
	Administration @ 1% Activities				$13,500
	Project Management @ 3%				$50,600
	Legal @ 0.5%				$8,500
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$1,932,900**
	Subtotal (Activities + Consultants + Owner)				$1,757,100
	Project Contingency @ 10% Activities + Consultants + Owner				$175,800
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$1,932,900
	5/2015 - 5/2016				$1,985,100
	5/2016 - 5/2017				$2,038,700
	5/2017 - 5/2018				$2,093,800
	5/2018 - 5/2019				$2,150,400
	5/2019 - 5/2020				$2,208,500
	5/2020 - 5/2021				$2,268,200
	5/2021 - 5/2022				$2,329,500
	5/2022 - 5/2023				$2,392,400
	5/2023 - 5/2024				$2,457,000
	5/2024 - 5/2025				$2,523,400

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Interconnection to Arbors Water District
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES	**UNITS**	**QTY**	**UNIT PRICE**	
1.1	**Interconnection to Arbors Water District**				**$2,360,000**
	12" pipe on state-owned road	LF	1400	$400	$560,000
	12" pipe on town-owned roads	LF	6000	$300	$1,800,000
1.2	**General Conditions**				**$236,000**
	10% of Construction Activities	%	10	---	$236,000
2.0	**Total Activity Costs**				**$3,245,000**
	Activity Subtotal				$2,596,000
	Contingency on Activities @ 25%				$649,000
3.0	**Consultants**				**$811,300**
	Architectural @ 1%				$32,500
	Construction Administration @ 8%				$259,600
	Engineering @ 10%				$324,500
	Environmental & Archeological @ 4%				$129,800
	Survey @ 2%				$64,900
4.0	**Owner**				**$174,500**
	Administration @ 1% Activities				$32,500
	Project Management @ 3%				$121,700
	Legal @ 0.5%				$20,300
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$4,653,900**
	Subtotal (Activities + Consultants + Owner)				$4,230,800
	Project Contingency @ 10% Activities + Consultants + Owner				$423,100
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$4,653,900
	5/2015 - 5/2016				$4,779,600
	5/2016 - 5/2017				$4,908,700
	5/2017 - 5/2018				$5,041,300
	5/2018 - 5/2019				$5,177,500
	5/2019 - 5/2020				$5,317,300
	5/2020 - 5/2021				$5,460,900
	5/2021 - 5/2022				$5,608,400
	5/2022 - 5/2023				$5,759,900
	5/2023 - 5/2024				$5,915,500
	5/2024 - 5/2025				$6,075,300

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Interconnection to Hyde Park System via Violet Ave
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES	**UNITS**	**QTY**	**UNIT PRICE**	
1.1	**Interconnection to Hyde Park System via Violet Ave**				**$1,725,000**
	12" pipe on state-owned road	LF	3000	$400	$1,200,000
	12" pipe on town-owned roads	LF	1500	$300	$450,000
	Pressure Reducing Station	LS	1	$75,000	$75,000
1.2	**General Conditions**				**$172,500**
	10% of Construction Activities	%	10	---	$172,500
2.0	**Total Activity Costs**				**$2,371,900**
	Activity Subtotal				$1,897,500
	Contingency on Activities @ 25%				$474,400
3.0	**Consultants**				**$593,200**
	Architectural @ 1%				$23,800
	Construction Administration @ 8%				$189,800
	Engineering @ 10%				$237,200
	Environmental & Archeological @ 4%				$94,900
	Survey @ 2%				$47,500
4.0	**Owner**				**$127,700**
	Administration @ 1% Activities				$23,800
	Project Management @ 3%				$89,000
	Legal @ 0.5%				$14,900
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$3,402,100**
	Subtotal (Activities + Consultants + Owner)				$3,092,800
	Project Contingency @ 10% Activities + Consultants + Owner				$309,300
6.0	**Total Project Costs with Escalation (at 2.7% annually)**				
	5/2014 - 5/2015				$3,402,100
	5/2015 - 5/2016				$3,494,000
	5/2016 - 5/2017				$3,588,400
	5/2017 - 5/2018				$3,685,300
	5/2018 - 5/2019				$3,784,900
	5/2019 - 5/2020				$3,887,100
	5/2020 - 5/2021				$3,992,100
	5/2021 - 5/2022				$4,099,900
	5/2022 - 5/2023				$4,210,600
	5/2023 - 5/2024				$4,324,300
	5/2024 - 5/2025				$4,441,100

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Interconnection to Hyde Park System via Holt Road
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES	**UNITS**	**QTY**	**UNIT PRICE**	
1.1	**Interconnection to Hyde Park System via Holt Road**				**$599,900**
	12" pipe for Holt Rd (Direct Connection) - town owned roads	LF	1755	$300	$526,500
	8" pipe Holt Rd Extension (Direct Connection) -town-owned roads	LF	267	$275	$73,400
1.2	**General Conditions**				**$60,000**
	10% of Construction Activities	%	10	---	$60,000
2.0	**Total Activity Costs**				**$824,900**
	Activity Subtotal				$659,900
	Contingency on Activities @ 25%				$165,000
3.0	**Consultants**				**$206,300**
	Architectural @ 1%				$8,300
	Construction Administration @ 8%				$66,000
	Engineering @ 10%				$82,500
	Environmental & Archeological @ 4%				$33,000
	Survey @ 2%				$16,500
4.0	**Owner**				**$44,500**
	Administration @ 1% Activities				$8,300
	Project Management @ 3%				$31,000
	Legal @ 0.5%				$5,200
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$1,183,300**
	Subtotal (Activities + Consultants + Owner)				$1,075,700
	Project Contingency @ 10% Activities + Consultants + Owner				$107,600

ITEM	DESCRIPTION	TOTAL
6.0	**Total Project Costs with Escalation (at 2.7% annually)**	
	5/2014 - 5/2015	$1,183,300
	5/2015 - 5/2016	$1,215,300
	5/2016 - 5/2017	$1,248,200
	5/2017 - 5/2018	$1,282,000
	5/2018 - 5/2019	$1,316,700
	5/2019 - 5/2020	$1,352,300
	5/2020 - 5/2021	$1,388,900
	5/2021 - 5/2022	$1,426,500
	5/2022 - 5/2023	$1,465,100
	5/2023 - 5/2024	$1,504,700
	5/2024 - 5/2025	$1,545,400

CONCEPTUAL COST ESTIMATE
Pinebrook Water District
Interconnection via Holt Road - Additional Customers Along Side Streets
Town of Hyde Park, NY

ITEM	DESCRIPTION				TOTAL
	CONSTRUCTION ACTIVITIES	**UNITS**	**QTY**	**UNIT PRICE**	
1.1	**Interconnection to Hyde Park System via Holt Road**				**$1,586,800**
	Side Street Tie Ins				
	Holt Rd (Northern segment) - 8"	LF	849	$275	$233,500
	Holt Rd (Center Segment) -12"	LF	394	$300	$118,200
	Holt Rd (Southern Segment) - 8"	LF	1,064	$275	$292,600
	Dogwood Ln - 8"	LF	405	$275	$111,400
	Gary Dr - 8"	LF	687	$275	$188,900
	Madison Ave - 12"	LF	1,631	$300	$489,200
	Madison Ave Extension - 8"	LF	246	$275	$67,700
	Rothkrantz Dr - 8"	LF	310	$275	$85,300
1.2	**General Conditions**				**$158,700**
	10% of Construction Activities	%	10	---	$158,700
2.0	**Total Activity Costs**				**$2,181,900**
	Activity Subtotal				$1,745,500
	Contingency on Activities @ 25%				$436,400
3.0	**Consultants**				**$545,700**
	Architectural @ 1%				$21,900
	Construction Administration @ 8%				$174,600
	Engineering @ 10%				$218,200
	Environmental & Archeological @ 4%				$87,300
	Survey @ 2%				$43,700
4.0	**Owner**				**$117,500**
	Administration @ 1% Activities				$21,900
	Project Management @ 3%				$81,900
	Legal @ 0.5%				$13,700
	Land & Easement Acquisition				n/a
5.0	**Total Project Costs**				**$3,129,700**
	Subtotal (Activities + Consultants + Owner)				$2,845,100
	Project Contingency @ 10% Activities + Consultants + Owner				$284,600

ITEM	DESCRIPTION	TOTAL
6.0	**Total Project Costs with Escalation (at 2.7% annually)**	
	5/2014 - 5/2015	$3,129,700
	5/2015 - 5/2016	$3,214,300
	5/2016 - 5/2017	$3,301,100
	5/2017 - 5/2018	$3,390,300
	5/2018 - 5/2019	$3,481,900
	5/2019 - 5/2020	$3,576,000
	5/2020 - 5/2021	$3,672,600
	5/2021 - 5/2022	$3,771,800
	5/2022 - 5/2023	$3,873,700
	5/2023 - 5/2024	$3,978,300
	5/2024 - 5/2025	$4,085,800

APPENDIX "E"

Pinebrook Expansion Water System (County District Zone of Assessment "032")

Technical Memorandum – Frantoni Villas Feasibility Investigation, prepared by Tighe & Bond, last revised February 2025

Frantoni Villas Feasibility Investigation

TO: Vanessa Kichline, DCWWA

FROM: Daniel Valentine, PE, Tighe & Bond
Eric Moody, PE, Tighe & Bond

COPY: Jonathan Churins, DCWWA
Jerry Gilnack DCWWA
Richard Winchester, DCWWA
Alain Petit, DCWWA

DATE: February 25, 2025

The Frantoni Villas Community at the intersection of Route 9G and Prince Road in Hyde Park, NY has interest in receiving water service from the Hyde Park Regional Water System (HPRWS) and abandoning their existing water supply. Currently, the closest water main in the HPRWS to the Frantoni Villas Community is a 12-inch ductile iron water main that runs along Holt Road. According to record drawings, there is an existing 12"x8" tee and 8" gate valve with a cap near the intersection of Holt Road and Rothkranz Drive. The Dutchess County Water and Wastewater Authority (DCWWA) is considering extending service to the Frantoni Villas Community by extending the water main from Holt Road to the end of Rothkranz Drive.

Tighe & Bond, whose services in New York are provided by T&B Engineering and Landscape Architecture, P.C. (Tighe & Bond), has prepared this memorandum and opinion of probable cost (OPC) for extending water service to the Frantoni Villas Community. The proposed extension is discussed in greater detail in the section that follows:

Extension of Holt Road Water Main

The proposed water main extension consists of connecting to the 8-inch stub near the intersection of Holt Road and Rothkranz Drive and extending the 8-inch ductile iron water main via open cut installation in the paved road approximately 300 feet to the end of Rothkranz Drive. A hydrant will be installed at the end of Rothkranz Drive.

Assumptions

Tighe & Bond made the following assumptions when developing the opinion of probable cost:

1. No geotechnical borings or rock probes have been performed to date. Therefore, we have based the OPC on soil types shown in the United States Department of Agriculture (USDA) Natural Resources Conservation Service soil maps. We have also included an assumed quantity of rock excavation for the open cut portions.
2. There are no service connections for the houses along Rothkranz Drive.
3. Frantoni Villas will be responsible for the cost of installing a meter pit with backflow prevention and installation of the service line from the end of Rothkranz Dive to their property/buildings. Installation of the service line will cross private property not owned by Frantoni Villas.

Opinion of Probable Cost

An opinion of probable cost (OPC) has been prepared for the proposed extension. The opinion of probable cost includes the following components:

- **Construction Cost:** The budgetary cost estimate is based on Class 5 level construction cost estimate, as defined by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practices and Standards. According to AACE International Recommended Practices and Standards, the estimate class designators are labeled Class 1, 2, 3, 4, and 5, where a Class 5 estimate is based on the lowest level of project definition and a Class 1 estimate is closest to full project definition and maturity. The end usage for a Class 5 estimate is screening or feasibility. The expected accuracy range of a Class 5 estimate is between +50% to -30%. The level of project definition for a Class 5 estimate is between 0% and 2%. The costs include material and installation costs, traffic control, mobilization and demobilization, and contractor's general conditions. The unit costs are based upon recently bid projects, quotes from contractors, quotes from equipment manufacturers/vendors, and data contained in R.S. Means Construction Cost Data.
- **Engineering (20%):** Engineering fees have been estimated at 20% of the construction costs. The 20% for engineering fees can generally be broken down further as: Engineering Design (8%) and Construction Administration/Observation (12%).
- **Contingency (30%):** A 30% general contingency has been applied to the estimated construction costs. This contingency is in-line with the current level of project definition.
- **Escalation (4%/year):** A 4% per year cumulative escalation has been applied to the estimated construction costs. This escalation accounts for changes in construction costs from the time this estimate was developed (2025) to the time the project is anticipated to be constructed (2026).
- **Opinion of Probable Cost:** The total project costs are the sum of the construction costs, engineering costs, contingency, and escalation.

The OPC is summarized in Table 1 and the detailed cost estimate is attached to this memorandum.

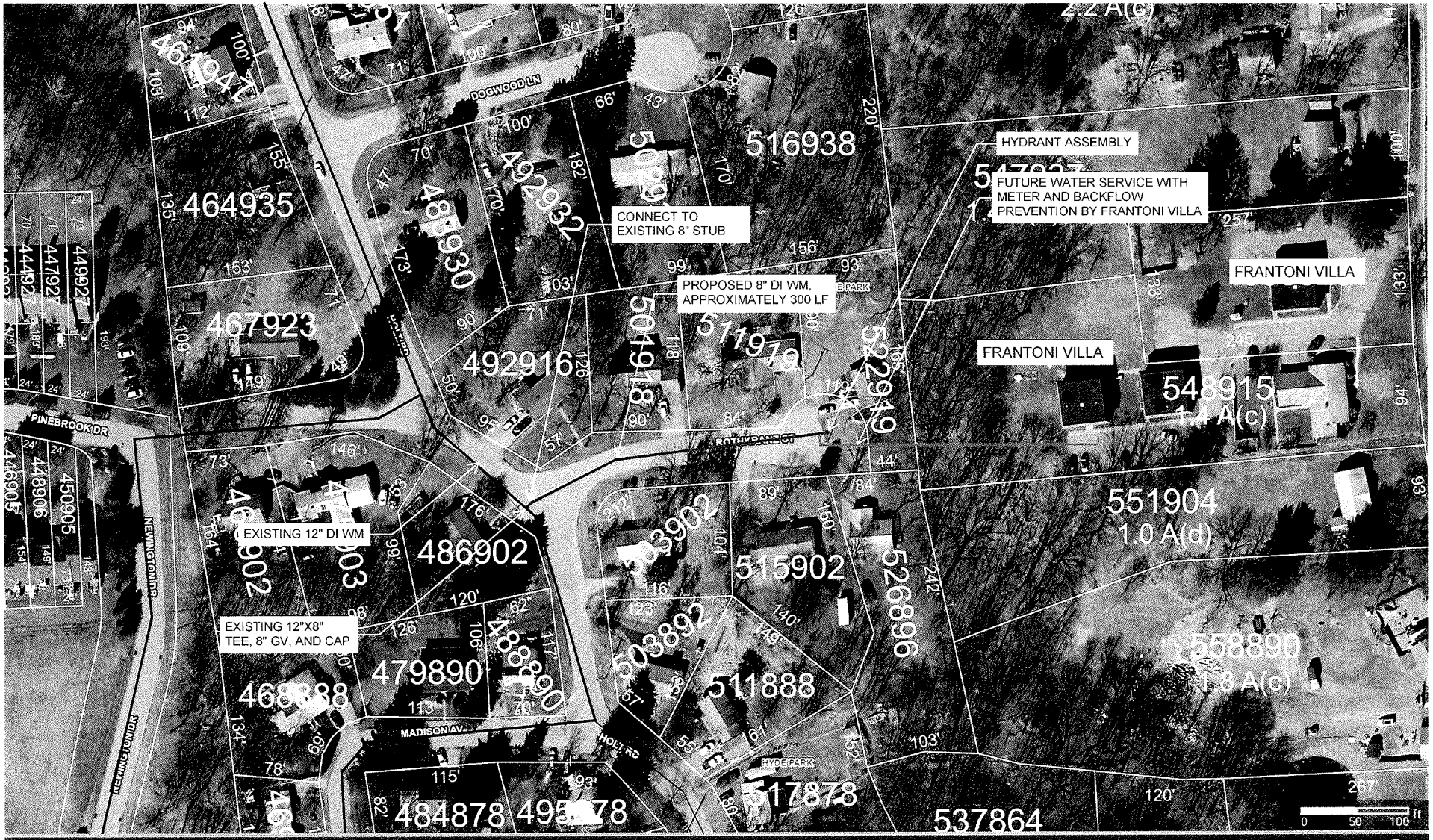
TABLE 1
Summary of Costs

	Description	OPC
Extension of Holt Road Water Main	Open cut installed 8-inch DI water main to the end of Rothkranz Drive	$188,000

Attachments

- Frantoni Villas Connection Sketch
- Detailed Opinion of Probable Cost

"\\tighebond.com\data\Data\Projects\D\D0280 DCWWA\07-On Call\007I - Frantoni Villas Water Main Extension\Frantoni Villas Task Order Memo.docx"



Frantoni Villas Connection

Dutchess County Water and Wastewater Authority

Dutchess County New York

Printed By: Tighe & Bond

ParcelAccess 1/10/2025

Tighe&Bond

ENGINEER'S OPINION OF PROBABLE COST
Frantoni Villas Feasibility Investigation
Hyde Park Regional Water System, Hyde Park, NY

Date: **1/13/2025**
ENR CCI: **13731.60**

Item Description	Unit Cost	Units	Quantity	Cost
8-inch DI Water Main	$200	LF	300	$60,000
Bituminous Concrete Trench Pavement Repair	$80	SY	270	$21,600
Hydrant Assemby	$8,500	EA	1	$8,500
Rock Excavation (Open Cut)	$400	CY	20	$8,000
Traffic Control (3%)	$3,000	LS	1	$3,000
Mobilization/Demobilization (5%)	$5,000	LS	1	$5,000
Contractor General Conditions (15%)	$14,800	LS	1	$14,800
			Subtotal Construction Costs	$121,000
			Engineering (20%)	$25,000
			Contingency (30%)	$37,000
			Escalation (4%/year for 1 years)	$5,000
			Opinion of Probable Cost	**$188,000**

NOTES: This is an engineer's Opinion of Probable Cost (OPC). Tighe & Bond has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the estimates of probable construction costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from this estimate of the Probable Cost.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 Yes 0 No
Abstentions: 0

2025150 SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "032" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 – Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 – City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 0

Absent: 6 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2025150 SETTING A PUBLIC HEARING IN CONNECTION WITH THE ESTABLISHMENT OF ZONE OF ASSESSMENT "032" IN THE DUTCHESS COUNTY WATER DISTRICT LOCATED IN THE TOWN OF HYDE PARK

OCTOBER 14, 2025

ENVIRONMENT

RESOLUTION NO. 2025151

RE: AUTHORIZING THE FINANCE DEPARTMENT TO INCREASE APPROPRIATIONS FOR THE URBAN COUNTY IN-HOUSE LOAN PROGRAM AND FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, the County is a participant in the Community Development Block Grant (CDBG) Program ("Block Grant Program") pursuant to the federal Housing and Community Development Act ("Act") for various programs, and

WHEREAS, pursuant to the Block Grant Program and the Act, the County makes loans known under the said Program as Section 108 Loans, to qualified business owners for the creation or expansion of their businesses, who then repay the loans to the County, and

WHEREAS, pursuant to the Block Grant Program and the Act, the County receives funding under the HOME Investment Partnership Program ("HOME Program") to provide assistance for construction of affordable housing for low and moderate income individuals in participating jurisdictions, and

WHEREAS, pursuant to the Block Grant Program and the Act, the County makes what are referred to within the loan program as Urban County In-House Loans ("In House Loans") to qualified moderate-income property owners to rehabilitate their homes, who repay the loans to the County, and upon repayment the County is authorized to make additional loans to other qualified candidates, and

WHEREAS, by Resolution No. 144 of 1994, the Commissioner of Finance was directed to establish a Community Development account, which account has from time to time been amended, and

WHEREAS, under the HOME Program, and since the U.S. Department of Housing and Urban Development (HUD) requires that the County expend the HOME Program income prior to drawing down new money from the Federal Treasury, this Resolution provides for an increase in appropriations that includes an estimate of anticipated revenue, and

WHEREAS, the Urban County In-House Loan Program requires that the County expend the In-House program's income received each month on an as needed basis for the next eligible project, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to amend the following accounts:

APPROPRIATIONS		
Increase		
CD.8668.2705.4404	HSG Rehab Loans & Grants Various Vendors	$260,000
		$260,000

REVENUES		
Increase		
CD.8668.21700.01	Community Dev. Senior Owner Occ. Trust Fund	$130,000
CD.8668.21700.02	Community Dev. HOME Trust Fund	$ 65,000
CD.8668.21700.04	Cmty. Dev. HOME. Sr. Owner Occ Trust Fund	$ 65,000
		$260,000

CA-100-25
LDF/mar/rjw
G-0179
08/20/25
Fiscal Impact: See Attached

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 260,000

Total Current Year Revenue $ 260,000
and Source

Commmunity Development Block Grant Program - Urban County In-House Loan Program
HOME Investment Partnership Program

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☑ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Also see attached Program Income Summary CD.8668.21700.01
CD.8668.21700.02 and CD.8668.21700.04
CD.8668.2705.4404

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $0

Over Five Years: $0

Additional Comments/Explanation:

Prepared by: Gail Ouimet - Dept. of Planning & Development Prepared On: 8/15/2025

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2025 - Community Development Block Program			
APPROPRIATIONS			
Increase			
	CD.8668.2705.4404	Hsg Rehab Loans & Grants.Various Vendors	$260,000.00
			$260,000.00
REVENUES			
Increase	CD.8668.21700.01	Community Dev.Senior Owner Occupied Trust Fund	$130,000.00
	CD.8668.21700.02	Community Dev.HOME Trust Fund	$65,000.00
	CD.8668.21700.04	Community Dev.HOME Senior Owner Occ. Trust Fnd	$65,000.00
			$260,000.00

Dutchess County Department of Planning and Development
Community Investment

Resolution Request
Program Income
Summary and Explanation

Prepared For Proposed Adoption at
October 2025 Legislative Meeting

Number	Program Income Type	Previously Adopted Resolution	Estimate of Anticipated Revenue			Appropriations		
			G/L Account Number	G/L Account Number Description	Proposed Increase	G/L Account Number	G/L Account Number Description	Proposed Increase
1	Urban County In-House Loan Program	2019064	CD.8668.21700.01	Special Grant.Rehab Loans and Grants.Community Dev.**Senior Owner Occupied Trust Fund**	$130,000.00	CD.8668.2705.4404	Special Grant.Rehab Loans and Grants.Hsg Rehab Loans & Grants.Various Vendors	$260,000.00
3	HOME Investment Partnership Program		CD.8668.21700.02	Special Grant.Rehab Loans and Grants.Community Dev.**HOME Trust Fund**	$65,000.00			
			CD.8668.21700.04	Special Grant.Rehab Loans and Grants.Community Dev.**HOME Senior Owner Occ. Trust Fnd**	$65,000.00			

Explanation

This request represents a combination of existing and anticipated revenue over the next two years. We are requesting an increase to the appropriation line to ensure compliance with federal regulations on program income. HUD requires that we expend program income prior to drawing down new money from the Federal Treasury. As we receive monthly repayments and lump sum payoffs, we should expend the money we receive each month on the following month's payment requests. To meet this requirement, we have developed a process where we have been permitted to include an estimate of anticipated revenue in our appropriations increase requests. We closely track expenditures to ensure we do not exceed the monthly revenues.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	Absent	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*	✓	
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 (Yes) 0 (No)
Abstentions: 0

2025151 AUTHORIZING THE FINANCE DEPARTMENT TO INCREASE APPROPRIATIONS FOR THE URBAN COUNTY IN-HOUSE LOAN PROGRAM AND FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ____

Total : 19 (Yes) 0 (No)

Abstentions: 0

2025151 AUTHORIZING THE FINANCE DEPARTMENT TO INCREASE APPROPRIATIONS FOR THE URBAN COUNTY IN-HOUSE LOAN PROGRAM AND FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

OCTOBER 14, 2025

ENVIRONMENT

RESOLUTION NO. 2025152

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the New York State Department of Health has granted Dutchess County Department of Health ("DCDOH") funding under the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards ("Rental Registry"), and

WHEREAS, the DCDOH desires to establish a partnership with the City of Poughkeepsie to implement the Rental Registry with the 12601 zip code being designated as the targeted area for the Rental Registry program and includes property owners who own dwellings built prior to 1980, with two or more units, and

WHEREAS, by entering into an intermunicipal agreement with the City of Poughkeepsie, the City will assist DCDOH with implementing the Rental Registry, which includes program planning, evaluation rental housing for lead-based paint hazards and conducting clearance activities, as well as provide training for Building Department staff to perform said duties, and

WHEREAS, the City and the County have determined that it is in their respective best interests to enter into this intermunicipal agreement; and

WHEREAS, it is necessary for the Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or her designee to execute the agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed intermunicipal agreement and authorizes the County Executive or her designee to execute such agreement in substantially the same form as attached hereto.

CA-097-25
G-0153
CRC/rjw
08/13/25
Fiscal Impact: None.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 59,750

Total Current Year Revenue $ 59,750

and Source
Lead Rental Registry Grant C#39921

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency, ☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):
A.4010.29.4401.106

Related Expenses: Amount $ 0

Nature/Reason:
subcontract with the City of Poughkeepsie for Lead Rental Registry Inspections

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Funding was already approved in the County approved budget, line number A.4010.29.4401.106. This resolution is to authorize inter-municipal agreement to enable the City of Poughkeepsie to perform its contracted obligations under this grant.

Prepared by: Zen W. Herter, Senior Planner Prepared On: 7/24/2025

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INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the **CITY OF POUGHKEEPSIE,** a municipal corporation, whose address is 62 Civic Center Plaza, Poughkeepsie, New York 12601 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, by Resolution No._____, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any Municipality, town, village, school district or other unit of local government who requested that the County and the Municipality establish a partnership to implement the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards (Rental Registry) in Dutchess County, and

WHEREAS, the Municipality has requested that the County of Dutchess through its Department of Health will work with the Municipality on Rental Registry program planning which includes planning meetings, supporting program objectives, reviewing housing data, outreach to landlords, property owners, etc. and field training and certification by City representative and City of Poughkeepsie building department staff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the Municipality of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, this Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County for the purpose of assisting the Dutchess County Department of Health with implementing the Rental Registry Grant Program, which includes program planning, evaluating rental housing for lead-based paint hazards. This Agreement will cover training of Poughkeepsie City Building Department staff to perform these duties, and

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in **Exhibit "A"** annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective ***September 1, 2025, and shall terminate on March 31, 2026***, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

4. PAYMENT. As full and complete consideration for the services rendered, the County shall pay a total sum not-to-exceed **FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ($59,750.00) DOLLARS**. Municipality shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Municipality upon submissions of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. INDEPENDENT MUNICIPALITY STATUS. The Municipality agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or its employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

6. INDEMNIFICATION. The Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Municipality's work. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
c. In the event that the Municipality is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Pollution/Asbestos Liability insurance in the sum of $1,000,000 per claim, and $2,000,000 in the aggregate. This insurance shall include coverage for the following activities, including but not limited to: removal, replacement, enclosure, encapsulation and/or disposal of Asbestos, or any other hazardous materials, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and cleanup costs. If a retroactive date is used, it must pre-date the inception of the Contract. If motor vehicles are to be used for transporting hazardous materials, the Contractor shall provide Pollution Liability Broadened Coverage (ISO Endorsement CA 9948), as well as the MCS-90 endorsement. The owner and all other parties as required by contract shall be listed as additional insureds

The Acord form certificate of insurance must contain the following provisions:

(A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
(B) The commercial general and automobile policies are primary and noncontributory.

(C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

(D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

(E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Municipality. The Municipality and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

County of Dutchess
Attn: Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due

the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

8. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

9. DECLARATION BY MUNICIPALITY. Municipality declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

10. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

11. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

12. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

13. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill its obligations under this Agreement, or any other fault of

the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefore.

14. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Department of Health
85 Civic Center Plaza, Ste 106
Poughkeepsie, New York 12601

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601

16. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested or by email. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the email has been delivered. Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service is complete in which to respond.

21. NOTICE OF INTENT TO SUE. (a) Municipality agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Municipality shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Municipality believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Municipality, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. AUDIT. Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and sub-contractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Municipality shall not be entitled to any interim or final payment under this Agreement, ***and any overpayment may be recouped,*** if any audit requirements and/or requests have not been satisfactorily met ***or if any expenditures or fees by the Municipality are determined to be irregular by the auditor.*** This paragraph shall survive the termination of the Agreement.

25. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

26. MUNICIPALITYS OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Municipality(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

27. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

28. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the address indicated in the introductory paragraph of this Agreement.

29. ENFORCEMENT EXPENSES. Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

31. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

32. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Manual of Policies and Procedures for Contracted Services. A copy of this Manual is attached hereto as **Exhibit "B"**. This Manual is subject to change by the County. A current version of the Manual is available at this link: http://DutchessNy.gov/ContractedServices

33. CONFIDENTIALITY. The Municipality shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

34. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

35. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 2025.

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Anthony J. Ruggiero, M.P.A.
Assistant Commissioner of Administration
Dutchess County Department of Health

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Susan J. Serino, County Executive

CITY OF POUGHKEEPSIE

BY: _____
Name: _____
Title: _____

Exhibit A

City of Poughkeepsie

Scope of Services

Rental Registry & Proactive Inspection Program

To Identify Lead Hazards

April 1, 2025 – March 31, 2026

Purpose:

The purpose of this Agreement is to establish a partnership between the Dutchess County Department of Health (DCDOH) and the City of Poughkeepsie ("City") to implement the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards ("Rental Registry").

The anticipated start date of Rental Registry inspection activities is November 1, 2025.

Target Area:

The 12601-zip code area has been designated the community of concern in Dutchess County. The target area for the Rental Registry program is the 12601-zip code area within the City of Poughkeepsie. Property owners who own dwellings built prior to 1980, with two or more units and located in this target area, are subject to Rental Registry requirements.

Performance Standards Under this Contract:

A) City representatives shall assist the DCDOH with Rental Registry program planning, including the following activities:

- Participate in program planning meetings with the DCDOH Rental Registry staff. A minimum of two City staff shall attend.

  The dates and regularity of these meetings will be mutually agreed upon but must occur at a frequency that ensures program implementation by November 1, 2025.

- Maintain regular communication with the DCDOH Rental Registry staff to support program planning and implementation objectives. This communication may occur between regularly scheduled meetings.

- Review available housing data provided by the DCDOH, resolve discrepancies with the existing housing data, and identify additional housing that meets the target area criteria.

  When housing eligible for the Rental Registry program is identified, the property tax map number, property address, year built, and number of units shall be provided to the DCDOH in a format acceptable to the Department.

- Participate in Rental Registry outreach to landlords, property owners, tenants, and other relevant stakeholders.

B) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall participate in field training with DCDOH staff.

- Training will include how to conduct visual assessments to identify conditions conducive to lead poisoning in housing; dust wipe sampling and sample submission; visual assessments to determine compliance with remediation requirements; other tasks relevant to performing Rental Registry inspection and clearance activities.

C) One Building Department staff member or one authorized City representative responsible for Rental Registry inspection activities shall become an Environmental Protection Agency certified Lead Risk Assessor.

- Certification includes satisfactory completion of a Lead Inspector training course offered by an EPA-accredited training provider; satisfactory completion of a Lead Risk Assessor training course offered by an EPA-accredited training provider; passing the Lead Risk Assessor certification examination.

  Additional requirements and qualifications for Lead Risk Assessor certification may be found in § 745.226: https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-745/subpart-L/section-745.226

D) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities may attend the free DCDOH-sponsored Renovation Repair and Painting training class.

E) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall perform visual assessments of eligible pre-1980 built multi-family dwellings located in the 12601-zip code area within the City of Poughkeepsie.

- Identifying Dwellings for Initial Assessment:

  i. DCDOH Rental Registry staff will refer properties requiring assessment to the Building Department or other authorized City representatives responsible for Rental Registry inspection activities.

  ii. Inability to access a property or individual dwelling unit(s) for an assessment shall be reported to the DCDOH within two (2) weeks of receiving the property or unit referral. This notification must include documented attempts to gain access.

  iii. When City staff identify a dwelling for assessment, notification must be made to DCDOH Rental Registry staff within 48 hours to avoid duplication of services. Notification shall include the property's tax map number, property address, year built, and number of units within said dwelling.

- Conducting Assessments:

    i. At each eligible dwelling, unit interiors, common areas, and exterior areas shall be assessed for the presence of deteriorated paint, visible paint chips, debris or residue. The presence of deteriorated paint on an interior surface is considered a condition conducive to lead poisoning, or "hazard".

    ii. Dust wipes must be collected when no condition conducive to lead poisoning, or "hazards", are found in interior areas.

    iii. Assessments of exterior areas shall include garages and other outbuildings. The presence of deteriorated paint on an exterior surface is considered a condition conducive to lead poisoning, or "hazard".

    iv. Assessments of exterior areas shall also include an evaluation of soil conditions on the property as defined by boundaries recorded in a registered deed. The presence of bare soil is considered a condition conducive to lead poisoning, or "hazard".

F) Building Department staff and other authorized City representatives shall conduct reinspections, when assigned by DCDOH. Assigned reinspections will fall into the following categories of follow-up activities:

- Dust wipe resampling when results of initial dust wipe samples exceed dust-lead hazard standards, also known as dust-lead reportable levels.

- Dust wipe resampling when post-remediation dust wipes exceed dust-lead clearance levels, also known as dust-lead action levels.

- Visual assessment of interior work to determine compliance with remediation requirements. When it is determined that work has been satisfactorily completed, dust wipe sampling must be conducted.

- Visual assessment of exterior work, including areas where bare soil had been identified, to determine compliance with remediation requirements.

G) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall submit findings from visual assessments and reinspections to the DCDOH within five (5) business days of completing the activity. Submission shall be in a format acceptable to the DCDOH.

- All dust wipe samples collected, with associated chains of custody, shall be relinquished to the DCDOH on a weekly basis.

Payment Schedule:

The maximum amount payable under this contract is $59,750.

Reimbursement shall be made to the City using the following schedule:

A) Planning Activities:

- Program planning meeting attendance and participation, with two staff in attendance: $100 per hour
- Reviewing, resolving discrepancies, and updating existing housing data: $50 per hour

Invoice for reimbursement shall detail the hours spent on reimbursable activities.

B) Training Activities:

- Field training with DCDOH staff: $50 per hour per person

  Invoice for reimbursement shall detail the hours spent on reimbursable activities.

- Attendance time at the DCDOH-sponsored Renovation Repair and Painting training course: no reimbursement
- Attendance of one (1) authorized City representative at the EPA Lead Inspector and Lead Risk Assessor Training Courses: $400 per class day plus the following:
  - Actual cost of EPA Lead Inspector Training Course from accredited training provider
  - Actual cost of EPA Lead Risk Assessor Training Course from accredited training provider
  - Pre-approved travel expenses, including hotel accommodations, to EPA Lead Inspector and EPA Lead Risk Assessor Training Courses - not to exceed $1500
  - EPA Certification Exam - $70
  - Individual EPA Lead Risk Assessor Certification - $410

  Invoices for reimbursement must include proof of payment/receipts for the above training activities, allowable travel expenses, and certification costs as well as copies of the Certificates of Completion for the EPA Lead Inspector Training Course and the EPA Lead Risk Assessor Training Course.

C) Inspection Activities:

- Interior Assessment (initial or reinspection) including assessment documentation: $50 per unit

- Common Area Assessment (initial or reinspection) including assessment documentation:

    - $25 entire common area in dwelling with up to four (4) floors

    - $50 entire common area in dwelling with five (5) or more floors

- Dust Wipe Re-sampling, including preparation of chain of custody: $25 per unit or common area

- Exterior Assessment (initial), including assessment documentation: $50 per entire exterior area, including soil conditions and outbuildings on the property as defined by boundaries recorded in a registered deed.

- Exterior Assessment (reinspection), including assessment documentation : $25 for entire exterior area, including soil conditions and outbuildings on the property as defined by boundaries recorded in a registered deed

Requests for reimbursement must be submitted in a format and at a frequency deemed acceptable to the Department. Payment will be made after review and approval of submitted documentation.

Dutchess County Manual of Policies and Procedures	Contracted Services Policy
Applies to: Contractual Agreements to which it is attached.	Policy 00.04
Effective/Revised Date: 3/21/18/ Revised 11/08/2019	Page 1 of 11

Policy Statement:

The purpose of this policy is to establish consistent County procedures applicable to organizations with whom the County contracts to provide programs or services to the public on behalf of the County. This policy will be included in any contractual agreements to which it applies.

Definitions:

1. Department: is the County department the organization is contracting with.
2. Program: is the funded activity, project, or program.

Procedures:

1. OUTCOMES: The outcomes provided in the scope of services will be used to evaluate all payment requests and future funding requests.
2. INSURANCE GUIDELINES: Dutchess County has specific insurance requirements for all organizations under contract with the County. Details are provided in Appendix I.
3. OUTREACH MATERIALS
    A. Attribution: Outreach materials, in print or via electronic means (i.e., Facebook, Instagram, etc.), must include the statement "paid for in part by Dutchess County." The Dutchess County Seal should also be included if practical and appropriate.
    B. If the organization is providing programs and or services to special needs communities, they must include the "ThinkDIFFERENTLY" logo on outreach materials and advertising for the program or service.
    C. Pre-Approval: Outreach materials must be emailed/sent to the contract department for approval prior to distribution.
4. AMERICANS WITH DISABILITIES ACT (ADA): All organizations who receive funding under County Contract must comply with the provisions as set forth in the ADA. Organizations cannot discriminate against individuals based on disability in the activities they provide. Organizations are also encouraged to incorporate measures that promote Dutchess County's ThinkDIFFERENTLY initiative.
5. PAYMENT REQUESTS, REPORTING AND PERFORMANCE REVIEW
    A. Submission Deadlines:
        i. Organizations will submit progress reports and/or payment requests to the department at least quarterly, within 45 calendar days after the end of each quarter.
        ii. Earlier due dates may apply at year-end. The County will notify organizations via e-mail of any earlier due dates.
        iii. Each department can change the reporting requirements if different periods are necessary for reimbursement claiming or reporting.
        iv. If an organization fails to submit payment requests and/or reports by the due date, the Executive Director or Chief Elected Official of the organization will receive an email from the department within 5 business days of the due date.
    B. Payment Request Documentation:
        i. Payment Request Form signed by the Executive Director/Chief Elected Official or the Chief Financial Officer;

ii. Outcome Report as applicable per departmental requirements;
iii. General Ledger Transaction Detail, which includes vendor name, date of service, payment type & date (check or transaction number), and amount of expense;
iv. Copies of receipts/invoices to substantiate general ledger transactions for expenditures exceeding $1,000. All receipts/invoices must be made available to staff during a site visit or upon request;
v. Personnel Summary or comparable document
vi. For municipal projects only:
    a. Approved and paid municipal payment voucher complete with all signatures or its' equivalent (i.e., printout from your financial software program);
    b. Any approved change orders(s);
    c. Certified payrolls for projects with contracted labor.

C. Withholding Payment: The department has the right to withhold payment if:
    i. The work performed by the organization is Not in Compliance with the terms of the agreement and the Policies and Procedures.
    ii. The payment request is not in compliance with payment request documentation requirements listed above.
D. Performance Review: The department will review the organization's progress reports and performance in relation to the scope of services and performance measures as described in the agreement. The resulting data will be used to redirect efforts when indicated, or reinforce performance.

6. BUDGET ADJUSTMENT
    A. Organizations requesting a budget adjustment must notify the County of such adjustments by emailing the Budget Adjustment Form to the department as soon as the need is known and prior to seeking reimbursement. The department will review such requests to ensure appropriateness before approval of future payments to the organization. Failure to obtain budget adjustment approval prior to expenditure of funds may result in non-reimbursement.
    B. Only three budget adjustments will be considered during the term of the contract.
    C. Limited budget adjustments will be considered during the final month of the term of the agreement. No budget adjustments, will be considered once the program term has expired without a formal written request.
    D. Organization shall give notice to the County of any changes in other funding sources related to the program including the amount of the funding change.
7. FISCAL GUIDELINES: Payment requests should be limited to those expenses that relate solely to the program being delivered during the payment request period.
    A. All expenses must be necessary, reasonable and justified, and within the approved budget.
    B. Expenses related to more than one program must be pro-rated or charged as indirect, as appropriate.
    C. All County funded activities are subject to County Procurement Policies and Procedures. Federal and state funded activities may have additional requirements noted in their specific program policies and procedures. A summary of the procurement guidance can be found in Section 10.

D. Maintain records for each program in a manner consistent with generally accepted accounting practices.
E. Use a record keeping system, which maintains a separate identity for each program.
F. Maintain a list of all funds received under the agreement, including a description of the source and amounts. (Cash Receipts Journal)
G. Maintain a list of all funds disbursed under the agreement including payee and amount. Any payments made after the termination date of an agreement must be for expenditures incurred during the program term. (Cash Disbursements Journal)
H. Duplicate claims for costs or services from more than one source are unacceptable.
I. Maintain complete and accurate documentation to support revenues and expenses (e.g. bank deposit slips; invoices; time sheets; employee reimbursements for travel, meals and supplies, indirect cost detail; cash receipts; and disbursements journals).
J. County funds may be used for furniture and equipment if the predominant use (50% or more) is for the County funded program. Organizations must maintain an inventory of furniture and equipment purchased with County funds until disposal for items costing $1,000 or more and any furniture, electronic or audio visual equipment, projectors, computers, printers, copiers and power tools of any cost purchased with County funds through an approved tracking system. The inventory will be reviewed during monitoring and may include a review of the item's make/model, serial number, location, and condition. Prior to disposal of an asset, the county, at its discretion, will determine if the item must be returned or will approve the entity's plan for disposition.
K. If the organization maintains a petty cash fund, the following information must be maintained for all disbursements: Amount, Date, Payee, Purpose, Item purchased, Approved by, and Received by.
L. The department will not reimburse for any sales tax incurred by a tax exempt organization, except:
    i. When exempt status is not recognized out of state, or
    ii. For employee meal reimbursement claims, which must include an itemized receipt and be part of their official duties.
M. Originals of documentation must be made available to staff during monitoring/audits or upon request. Documentation must be kept for a period of ten years after the end of the agreement, unless otherwise specified by the department.
N. No costs incurred before the starting date or after the ending date of a contract period will be reimbursed.

8. DIRECT COSTS: Direct costs are identified specifically in the budget and contract scope, and can be easily and accurately assigned to activities of the program or service.
    A. Personnel
        i. Salaries charged to the program should be based on actual hours spent on the funded program times the employee's hourly billing rate.
        ii. Timesheets: Detailed and accurate time records for all employees paid under the contract must be kept by the organization and available upon monitoring/audit by the County. Acceptable time records must show the total hours worked, benefit time used, and the number of hours

worked on the funded program for each day during the covered period, which should generally coincide with regular pay periods. Payroll documentation must be completed in accordance with the organization's accepted practice and be approved by a responsible official(s). Other detailed information may be required based on funding source requirements.

iii. Personnel services are reimbursable for direct program delivery. Extended medical and disability leave as well as leave defined under the state's Paid Family leave law will be paid only if program services are still provided, disability or leave insurance is not already paying the leave benefit, and no additional charges are submitted for coverage pay. The agency must submit a plan to the department for approval before the leave occurs, which defines how the leave will be covered and who will be providing the service. If the department determines that outcomes have not been met as a result of the extended leave, the reimbursement paid for the extended leave will need to be paid back to the County. Bonuses and severance packages are not eligible for reimbursement.

iv. Fringe: Fringe payments are allowable provided they are reasonable and required by law, or organization policy or agreement. These generally include FICA, unemployment insurance, workers' compensation, medical insurance, cost of leave and pension/retirement costs.

B. Contractual/Consulting Services: This category includes costs for organizations and individuals external to the organization that have entered into a written agreement with the organization to provide any services outlined in or associated with the agreement, and whose services are to be funded under the program budget within a program year.

i. All consultant arrangements must be by written agreement and approved by the County through the budget process.

ii. Insurance: All Consultants are subject to the County's insurance requirements listed in Appendix I.

iii. Consultant agreements or a series of agreements with the same consultant for $20,000 or more must be emailed/sent to the department for approval prior to execution.

C. Travel & Meals

i. Travel plans must be approved as part of the organization budget submission to the County. Any travel plans in excess of the original budget that require a budget modification require pre-approval.

ii. Mileage will be reimbursed in accordance with the organization's standard rate, not to exceed the IRS rate in effect at the time of travel. Mileage reimbursement excludes normal round trip to and from work.

iii. Meals unrelated to the funded program shall not be reimbursable, (eg., organization parties and executive meals and meals at meetings). Charges for alcohol are not reimbursable and gratuities shall not exceed 20% of the total bill.

D. Equipment Purchase/Lease

i. Refer to Fiscal Guidelines, Section 7 (j)

ii. Equipment needed to meet the program objectives may be either purchased or leased, whichever is more economical, and may be reimbursed based on the pro-rated portion of the entire expenditure that is related to the program.

iii. Cars or vans cannot be purchased without specific written approval from the department. If vehicles are leased, the costs must be listed under Vehicle Lease section of the budget.

E. Supplies: The department will reimburse for those supplies (e.g. paper, binders, stationary, pens, paper clips) which are used specifically in connection with the program during the term of the agreement. General office supplies are indirect costs.

F. Incentives: The use of incentives in the funded program and the organization's policies and procedures related to incentives should be pre-approved through the budget process. Incentives are allowable if the expenditures can pass the following two tests:

i. Expenditures using public funds must be appropriate, and

ii. Expenditures for incentives should be nominal rewards as pre-approved by the department through the organization budget submission.

G. Other Expenses Directly Related to the Program: includes items that are solely related to the services to be provided, but are not specifically included in the previous categories. These items may include: participant travel, staff training, insurance, occupancy, licensing fees, client costs, printing, shipping, delivery and messenger services, materials development costs, advertising costs for recruiting new hires, books, journals, periodicals, audio-visual services, facility rental, program refreshments. Additional criteria or clarification for some of these categories is listed below:

i. Participant travel: Explain the purpose of travel, number of participants, estimated miles, and frequency (ex. per day, per week).

ii. Occupancy: Real estate rental, utility, telephone, and heating fuel costs for space related solely to the program.

iii. Client Costs/Funds to Customers: Wages, stipends, incentives, client mileage, client meals, client supplies, etc.,

iv. Client meals are allowable if consumed by clients in connection with the program. Expenses incurred for a staff person(s) acting as a chaperone for a client outing is reimbursable. Meal expenses must be reasonable and nominal, as defined previously in this section.

H. Printing Services: Audio-visual and print production costs, reprint permissions, reproduction, and photocopying costs. All organizations must make reasonable efforts to have printing services performed by the Dutchess County Division of Central Services Print Shop. If not able to utilize the Dutchess County Print Shop, secure the lowest responsible bidder for printing services. In instances where a printing job is in excess of $5,000, documentation that shows that the lowest cost source has been used must be provided with the payment claim.

9. INDIRECT COSTS: Indirect costs are the expenses of doing business including administrative expense and overhead necessary for the general operation of the organization.

A. The County will allow indirect costs of up to 18% of the total direct costs, unless otherwise specified in the contract agreement.

B. Indirect costs will be reimbursed based on the direct costs submitted for reimbursement.

C. If the organization has an agreed upon indirect rate less than 18% through RFP response or some other agreement, it shall use that rate. Programs funded with federal or state funds may use a different indirect rate and formula.

10. PROCUREMENT REQUIREMENTS: The purpose of these requirements is to ensure procurement is conducted efficiently while ensuring free and open competition to the maximum extent practical. Where County funds are being directly used to procure goods or services, the County requires compliance with Section 103 of General Municipal Law (GML), which requires formal bidding for purchases in excess of $20,000 and public works in excess of $35,000. The County has separate standards for purchases below the GML 103 thresholds, which are outlined in the full Procurement Policy. The chart below summarizes the requirements.

Dutchess County Procurement Policies and Procedures	
Estimated Acquisition Cost	**Procedure[1]**
Goods and Services (includes material and equipment leasing)	
$1-$4,999	No formal quotation required. Purchase shall be made based on reliable market information such as catalogues, phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$5,000-$19,999	Formal written quotations, obtained through the automated process [Empire State Purchasing Group (ESPG)] from at least three responsible bidders, or purchase from a State Contract.
$20,000 and over	Formal bidding via ESPG.
Public Works/Construction	
$1-$9,999	No formal quotation required. Purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$10,000-$34,000	Formal written quotation from at least three responsible vendors.
$35,000 and over	Formal bidding via ESPG.
Professional Services	
$1-$19,999	No formal quotation required. Purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$20,000-$39,999	Formal written quotation from at least three responsible vendors.
$40,000 or over	Formal request for proposal (RFP)[2] secured through ESPG.
[1]All CDBG procurement must include MBE/WBE outreach.	
[2]The County will consider a Request for Qualifications if the task requires more specialized experience than a general practitioner in the relevant field may be able to provide. The community will need to submit a written request with justification for the County's review and approval.	

For guidance on municipal procurement, please contact Dutchess County Office of Central and Information Services, Central Services Division at 845-486-3670.

11. MONITORING: Monitoring will be done through site visits and progress reports submitted with billing as well as a review of financial reports, supporting documentation and periodic communication as designated by the department. It is the organization's responsibility to ensure they are in compliance with the necessary health and safety issues, programmatic paperwork, and fiscal records.
    A. Site visits: May be required by the department at least once during their initial agreement year to determine fiscal adequacy and program quality. Subsequent monitoring will be based on a risk assessment by the department. Site visits will allow the department to determine whether a program is operating within the parameters in the organization's Agreement and Scope of Services while also allowing the department to provide assistance tailored to the unique needs of a particular organization. Site visits are scheduled with organization personnel. However, unscheduled visits including attendance at public events, may also occur. A program can receive one of the following determinations:
        i. IN COMPLIANCE: The program fulfills its obligations as outlined in the agreement.
        ii. NOT IN COMPLIANCE: The program is not in complete compliance with the agreement. The organization needs to take corrective action. The department will designate a time period in which the problem(s) needs to be resolved. If the organization resolves the problem(s) within the time period, it will then receive an In Compliance determination. If the problem remains unresolved, future funding may be affected.

    The organization will receive a follow-up letter indicating the monitoring results within 30 calendar days of the site visit.
    B. Monitoring Documentation: The following documents should be made available to the County for monitoring purposes.
        i. List of current board of directors
        ii. Board meeting minutes for the last year
        iii. Most recent annual report (if applicable)
        iv. Most recent audited financial statement (if applicable)
        v. Other forms as needed (e.g. IRS Form 990 & CHAR 500)
12. CONFLICT OF INTEREST: A conflict of interest is: "an actual or perceived interest by the member in an action that results or has the appearance of resulting in personal, organizational or professional gain." Persons covered includes: employees, officers or agents, or their immediate family or partners, or employers of any of the above during their tenure and for one year after. Funded organizations may not hire board members to fill any paid staff position or perform any paid consultant service for the organization's program. Board members may provide services for the program on a voluntary basis, but may not serve in the capacity of Executive Director, Chief Elected Official, or Chief Financial Officer, even if these services are provided on a volunteer basis.
13. DISAGREEMENTS: This policy serves as a reference tool to assist all organizations in the programmatic and fiscal aspects of their responsibilities. While comprehensive, it does not cover every situation that might occur. In the event of an unresolved disagreement between the department staff and an organization, the Commissioner of the department will make the final determination within these guidelines and regulations.
14. EXTENSIONS (MIG and CDBG Municipal only):

A. One extension per activity will be considered for approval by the Commissioner of Planning and Development.
B. Additional extensions will be considered under extenuating circumstances and with approval by the Community Development Advisory Committee (CDAC).

15. RETAINAGE (MIG and CDBG Municipal only): Unless stated otherwise in the agreement, the County shall hold 10% of the grant award until project completion.
16. RECAPTURE: When a program is 100% complete and the final Request for Payment has been processed any outstanding funds will be recaptured. The organization will be contacted electronically to verify that the program is 100% complete and all costs have been submitted. This will be followed by a written recapture statement, which will be issued by the department for any funds advanced but not spent.

Appendix I
Insurance Requirements Summary

This is a summary of the County's insurance requirements designed to help organizations and their insurance agents provide the appropriate insurance documentation to the County. The full insurance requirements are in the agreement with the County.

All organizations, and any sub-contractors, receiving funds from the County must secure and maintain, at their own cost, the following insurance and provide proof to the County prior to commencing work under any Agreement:

1. Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each organization shall provide:
    A. A certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
    B. A New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P). The Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided, OR
    C. In the event that the organization is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200, OR
    D. A Certificate of Participation in a Self-insurance Program. For those municipalities participating in the Dutchess County Self-Insured Plan, we will receive verification from the Dutchess County Office of Risk Management.
2. Commercial General Liability Insurance coverage including:
    A. Blanket contractual coverage for the operation of the program with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
    B. Insurance shall be written on an occurrence coverage form.
    C. Insurance shall include coverage for bodily injury and property damage liability. In addition, if your organization provides services to minors 0 to 18 years of age, your insurance coverage shall include sexual abuse, molestation and medical coverage for the participants in the program.
    D. County of Dutchess must be listed as additional insured.
    E. Additional insured endorsement required which shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Depending on the type and scope of work, the County may also require additional insurance coverage for:

1. Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with:
    A. A combined single limit of liability of not less than $1,000,000.
    B. Insurance shall include coverage for bodily injury and property damage liability.
    C. County of Dutchess must be listed as additional insured.

2. Professional Liability, if required, with:

   A. Limits not less than $1,000,000 per occurrence; $3,000,000 in the aggregate.
   B. In the event of expiration or termination of the Agreement, the organization shall either maintain this coverage for not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').
3. Excess/Umbrella Liability, if required, with:
   A. Limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate.
   B. County of Dutchess must be included as additional insured.
4. The Acord form certificate of insurance must contain the following provisions:
   A. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.
   B. The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
   C. The commercial general and automobile policies are primary and noncontributory.
   D. The commercial general liability, auto liability and worker's compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
   E. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
5. Notice of Cancellation: Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:
   Dutchess County Attorney
   County Office Building
   22 Market Street
   Poughkeepsie, New York 12601
6. All insurance policies shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. The organization and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the required policies.
7. Description of Operation: Following is a sample Certificate of Insurance (COI) highlighting the required coverage and language for the Description of Operations. This highlighted information is essential. Please review it carefully and submit accordingly as the Director of Risk Management will accept nothing less OR for the sake of ease and clarity we welcome and encourage you to forward this requirement sheet and the sample COI to your insurance agent/carrier for direct submission to us.

   Questions or concerns by you or your carrier should be addressed to:
   George L. Salem, Jr., Director of Risk Management
   Dutchess County Department of Human Resources
   (845) 486-2030 or gsalem@dutchessny.gov

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A : Admitted in NYS (A.M Best rated A- or better)
INSURER B : Non-Admitted in NYS (A.M Best rated A+ or better)
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
		X	X				MED EXP (Any one person) $ 5,000
							PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $ 2,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X			E.L. EACH ACCIDENT $ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 100,000
							E.L. DISEASE - POLICY LIMIT $ 500,000
	Professional Liability (If required)						$1,000,000 Occurrence $3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Dutchess included as additional insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability. General Liability additional insured forms CG2010 7/04 and CG2037 7/04 editions or their equivalent are included. Waiver of Subrogation in favor of County of Dutchess included on General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation. 30 Day Notice of Cancellation or Material Change to certificate holder included.

CERTIFICATE HOLDER

County of Dutchess
Attn: County Attorney
22 Market Street
Poughkeepsie NY 12601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAMPLE

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025152 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2025152 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

OCTOBER 14, 2025

ENVIRONMENT

RESOLUTION NO. 2025153

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE PRIMROSE HILL FARM IN THE TOWN OF CLINTON, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 02/2021) for an award in an amount not to exceed $402,099 in grant funds available through the Dutchess County Partnership for Manageable Growth Program (the "Program"), and this award shall partially fund the purchase of a conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately +/- 106 acres of property known as Primrose Hill Farm, (Tax Grid Number: 132400-6367-00-158739), located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, and

WHEREAS, a real estate appraisal completed by Paul Herrington, ARA, dated May 18, 2023, which is on file with the Clerk to the Legislature, supports the purchase price as it values the Easement at approximately $10,288 per acre for a total purchase price of $1,090,000, the total cost of the project is $1,149,228 which includes closings costs, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $615,299, the Dutchess County Partnership for Manageable Growth shall contribute up to $402,099, the Landowners shall contribute up to $126,830, and the Dutchess Land Conservancy shall contribute up to $5,000, for a total contribution of up to $1,149,228, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy which shall assume primary responsibility to monitor and enforce said easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which would become available upon extinguishment of said easement, if ever, and

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of the necessary funding as outlined above, and

WHEREAS, Bond Resolutions 2019303 authorized the issuance of serials bonds in the amount of $2,525,000 and Bond Resolution 2021189 authorized the issuance of serials bonds in

the amount of $1,515,505, for the County's acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of open space and farmland, and

RESOLVED, that the County Executive, or her designee, is hereby authorized to execute the Grant Agreement in substantially the same form as attached hereto, and any other related documents that may be necessary, and be it further, and

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Program to complete the acquisition contemplated herein, including minor revisions to the documents, if necessary, and be it further

RESOLVED, that as a result of the adoption of Resolutions 2019303 and 2021189, funds are now available in the Capital Projects Account H0547 and H0574, and have been reallocated to partially fund the purchase of a conservation easement in the amount of $1,149,228, on property known as the Primrose Hill Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATION		
Decrease		
H0547.8020.3006	Easement-Conservation	($265,955)
H0574.8020.3006	Easement-Conservation	($136,144)
		($402,099)
Increase		
H0547.8020.3006.7030	Primrose Hill Farm	$265,955
H0574.8020.3006.7030	Primrose Hill Farm	$136,144
		$402,099

CA-125-25
LDF/rjw
R-1062
9/16/25
Fiscal Impact: See Attached

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):
H0547.8020.3006.7030 & H0574.8020.3006.7030 - Easement-Conservation Primrose Hill Farm

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:
Requesting the Legislature authorize the execution of a grant agreement concerning a grant from the Partnership for Manageable Growth (PMG) to facilitate the purchase of a conservation easement on +/- 106-acres known as Primrose Hill Farm located in the Town of Clinton. The total (not to exceed) cost of the easement is $1,149,228. $402,099 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program and the Dutchess Land Conservancy will provide the balance of funds. Dutchess County will receive a conservation easement on the property, to conserve viable agricultural land by preventing the conversion of the property to non-farm uses.The source of County funds is Capital Accounts H0547 & H0574, bonds approved by Dutchess County Legislature Resolution No. 2019303 & 201189, respectively, to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Clayton Gurnett Prepared On: 9/9/2025

SUE SERINO
COUNTY EXECUTIVE

EOIN WRAFTER, AICP
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PLANNING & DEVELOPMENT

To: Gregg Pulver, Assistant County Executive

From: Eoin Wrafter, Commissioner of Planning & Development EW

Re: Partnership for Manageable Growth Resolution Request: Primrose Hill Farm

Date: September 9, 2025

Enclosed is a Resolution Request for inclusion on the October agenda of the Legislature, requesting the Legislature authorize the execution of a grant agreement with respect to a grant from the Dutchess County Partnership for Manageable Growth (PMG) grant program, to partially fund the purchase of a conservation easement on approximately +/- 106 acres known as Primrose Hill Farm, in the Town of Clinton, in partnership with the Dutchess Land Conservancy.

The Primary Purpose of this easement is to conserve viable agricultural land by preventing the conversion of the property to non-farm uses.

The total (not to exceed) cost of the easement is $1,149,228. $402,099 or 35% of the total cost will be from the Dutchess County Partnership for Manageable Growth (PMG) Program (where PMG Guidelines allow for funding up to 50%), and the Dutchess Land Conservancy will provide the balance of funds. Funding provided by the Dutchess Land Conservancy includes grant funds received from the NYS Dept. of Agriculture and Markets.

The source of County funds is Capital Accounts H0547 & H0574, bonds approved by Dutchess County Legislature Resolution No 2019303 & 2021189, respectively, to support the Partnership for Manageable Growth Program.

DUTCHESS COUNTY PLANNING BOARD
RESOLUTION NO 02/2021

RECOMMENDING FIVE APPLICATIONS FOR CONSIDERATION THROUGH THE PARTNERSHIP FOR MANAGEABLE GROWTH (PMG) PROGRAM

WHEREAS, by Resolution No. 990382, Dutchess County established the Open Space and Farmland Protection Matching Grant Program and authorized the Dutchess County Planning Board to review applications for and recommend awards of said funds; and

WHEREAS, by Resolution No. 201276, Dutchess County revised the Matching Grant Program to create the Dutchess County Partnership for Manageable Growth and to increase potential matching grant awards from a maximum of one third to a maximum of one half of the total cost of the acquisition of development rights on farmland preservation and open space acquisition projects; and

WHEREAS, by Resolution No. 2015183, Dutchess County revised the Partnership for Manageable Growth, as follows: (a) funding clarification; (b) removal of the requirement that the County be "last in" for funding; (c) addition of a preliminary review option; (d) clarification of differences between "open space" and "farmland protection" projects; (e) stipulation that there will be no retroactive funding; (f) passive recreation only; and (g) establishment of criteria for the Municipal Planning Grants; and

WHEREAS, by Resolution No. 2018085, Dutchess County revised the Partnership for Manageable Growth Water and Wastewater Facility Planning and Development Grants, by removing the Dutchess County Water and Wastewater Authority ownership and operation requirement; and

WHEREAS, by Resolution Nos. 2019148 & 2019303, Dutchess County authorized the issuance of $485,810 & $2,525,000 (respectively) Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county; and

WHEREAS, Resolution No. 2021189, was submitted to the Dutchess County Legislature for consideration at their December 2, 2021 meeting and it would authorize the issuance of an additional $1,515,505 Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county; and

WHEREAS, in September 2021 the Dutchess County Planning Board received four applications for matching grant funds for the acquisition of agricultural conservation easements on a total of 458 acres; and

WHEREAS, the total cost of the four farm conservation easements, including the administrative costs associated with finalizing the acquisitions, are estimated to be $4,887,936; and

WHEREAS, the owners of the properties have signed letters of intent stating their interest in selling the development rights on the properties and granting a conservation easement restricting or limiting future non-farm development on said property; and

WHEREAS, the farmland properties are included in an Agricultural Priority Area identified in the 2015 County Agricultural and Farmland Protection Plan; and

WHEREAS, in September of 2021 the Dutchess County Planning Board received an application for matching grant funds, submitted by the Dutchess Land Conservancy on behalf of the Millbrook Community Partnership for the acquisition of the 32-acre, former Bennet College property; and

WHEREAS, the total cost of the open space acquisition, including the administrative costs associated with finalizing the acquisition, is estimated to be $1,109,500; and

WHEREAS, the owner of the property has signed a letter of intent stating their interest in selling a conservation easement restricting future development on said property and allowing public access (subject to reasonable regulation); and

WHEREAS, the Board finds that each of the five applications met or exceeded the program criteria; and

WHEREAS, the Board has reviewed the five applications based on the program criteria, toured the sites and subsequently prioritized the projects as shown in Attachment A; and

RESOLVED, that the Dutchess County Planning Board recommends that up to $2,241,858 of the total project costs described above, be awarded for the acquisition of an open space parcel and development rights on the four farms, based on the following contingencies:

1) Completion of administrative tasks including but not limited to survey, title search, and base line documentation pursuant to negotiation of an appropriate conservation easement;

2) Negotiation of an agricultural conservation easement conveying the development rights on the Farm property to the appropriate land conservancy, with such rights in New York State, Dutchess County, and the Town as appropriate for program purposes and restricting future use of the property under easement to agriculture-related uses; or

   Negotiation of the sale of the open space parcel to the applicants and negotiation of a conservation easement on the property restricting future development on said property and allowing public access (subject to reasonable regulation) to be conveyed to Dutchess County;

3) Development of a Monitoring Agreement between Dutchess County and the appropriate land conservancy for the purpose of enforcing the provisions of the conservation easement acquired with Partnership for Manageable Growth Program funds;

4) Completion of review and approval of the proposed acquisition by the Dutchess County Legislature in its capacity as Lead Agency under the State Environmental Quality Review Act (SEQRA), and be it further

RESOLVED, that an implementation team consisting of representatives from the appropriate land conservancy, the landowners, the Dutchess County Attorney's Office, the Dutchess County Department of Planning and Development, and others as appropriate to complete administrative tasks associated with the acquisition, will be established for the purpose of completing the acquisition.

	Yes	No	Absent
Hans Klingzahn, Chair	✓		
James Nelson, Vice Chair	✓		
Gary Baright			✓
Colleen Cruikshank			✓
Phil DeRosa	✓		
Dale Culver	✓		
Ryan Arket			✓
Edith Greenwood	✓		
J. Patrick Lambert	✓		
Ken Migliorelli	✓		
Jill Way	✓		
Frederick Wilhelm	✓		
J. Randall Williams	✓		

Approved by the Dutchess County Planning Board

Hans Klingzahn, Chair

11/17/2021
Date

Attachment A

Partnership for Manageable Growth
2021 Applications Summary

PB Score	Project Title	Category	Acreage	Location	Total Project Cost	DCPMG Request	Applicant Funds	NYSDAM funds	Other Funds	Other Funds Source	Applicant	Cost Per Acre	% of PMG
161 of 215	Hahn Farm	Farmland	100	Town of Pleasant Valley	$603,113	$145,778	$5,000	$452,335	$0		DLC	$6,031	24%
89 of 120	Bennet College	Open Space	32	T/Washington & /V Millbrook	$1,109,500	$554,750	$0	$0	$554,750	Landowner (Bargain Sale)	DLC	$34,671	50%
154 of 215	Primrose Hill Farm	Farmland	109	Town of Clinton	$1,022,398	$402,099	$5,000	$615,299	$0		DLC	$9,380	39%
147 of 215	Heritage Acres	Farmland	105	Town of East Fishkill	$1,314,500	$657,250	$0	$0	$657,250	USDA ACEP/ALE	SHLT	$12,495	50%
146 of 215	Obercreek Farm	Farmland	144	Town of Wappinger	$1,947,925	$481,981	$5,000	$1,460,944	$0		DLC	$13,527	25%
			490		$5,997,436	$2,241,858	$15,000	$2,528,578	$1,212,000				

COUNTY OF DUTCHESS

Marcus J. Molinaro
County Executive

January 24, 2022

Rebecca Thornton
Dutchess Land Conservancy
PO Box 138
Millbrook, NY 12545

Dear Ms. Thornton:

We are pleased to inform you that Dutchess County has awarded $402,099 in matching funds through the Partnership for Manageable Growth Program for the following project: **Purchase of development rights to +/- 109 acres known as Primrose Hill Farm.**

County funding is contingent upon the following: procurement of matching funds, administrative tasks including but not limited to survey, title search, and baseline documentation pursuant to the negotiation of an agricultural conservation easement; and development of a Monitoring Agreement between Dutchess County and the Dutchess Land Conservancy.

We appreciate the longstanding partnership between the County and the Dutchess Land Conservancy and look forward to the successful completion of the farmland preservation project at the **Primrose Hill Farm**. The Department of Planning and Development will contact you to begin the contract process within the next few weeks. If you have any questions, please feel free to contact Brad Barclay at (845) 486-3630, or email him at bbarclay@dutchessny.gov

Sincerely,

Marcus J. Molinaro
Dutchess County Executive

C: A Gregg Pulver, Chairman, Dutchess County Legislature
Chris Baiano, Assistant County Executive
Eoin Wrafter, Commissioner, Department of Planning and Development
Brad Barclay, Department of Planning and Development
Erin Hoagland, Dutchess Land Conservancy

Conservation Easement

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2025, by **PRIMROSE HILL FARM PARTNERS, LLC,** a Limited Liability Company with a business address at 3778 Broadway Drive, Cincinnati, OH, 45208 (the "Grantor") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Grantee").

WHEREAS:

A. Grantor is the Owner of certain real property (the "Property") consisting of 105.947 acres, in one (1) tax map parcel located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "Survey Map of Conservation Easement on the "Primrose Hill Farm"", prepared by Kirk K. Horton, Licensed Land Surveyor, dated November 27, 2022 and last revised on July 13, 2023, and filed in the Dutchess County Clerk's Office on as Filed Map No. , and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to other private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and manmade resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the

Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Property is actively farmed and is located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is located within these priority areas.

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and is significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland using conservation easements as means to protect the biodiversity of the Hudson River Estuary Area.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes wetland habitats. The CWCS Plan identifies wetlands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN) and breaks the State into six distinct regions. The Property is located in the Hudson Valley region and is mostly wooded with a large, wooded wetland on its eastern border. The CWCS Plan describes wetland complexes in the lower Hudson Valley as "a hot spot for amphibian and reptile biodiversity in New York State". The Property is located on the edge of the East Park/Hyde Park Wetland Complex, one of four major wetland complexes in Dutchess County that provide important habitat for these diverse species. The New York Natural Heritage Program (NYNHP) has identified endangered species in the wetland on the Property. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs..." The Property is located within an Agricultural Priority Area in the Plan and the priority areas containing farmland are identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the

declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

M. The Property is located within the Hudson Valley EcoRegion as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the Natural Resource Inventory of Dutchess County (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion extends along the entire western boundary of Dutchess County, consisting of plains broken by hills and terraces, in which common land uses include pasture and cropland.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forest and open grasslands; habitats on the property are predominantly streams, wetlands and contiguous forest with some grasslands. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of Clinton which adopted an Open Space Protection Plan in October 2011. The Plan identifies the Property as being located in an "Important Farmland Area" and ranks the land in the highest category for agricultural resources. The Open Space Protection Plan encourages the use of conservation easements via the purchase of development rights as a tool/technique for open space protection. The Open Space Protection Plan also identifies the Property as an historic site within the Town and shows it on Map 3: "Open Space Map, Cultural Resources within the Town of Clinton Open Space Plan".

O. The Town of Clinton Comprehensive Plan (the "Comprehensive Plan"), adopted in 2012, identifies preserving the natural resources of the Town as one of its main goals and recommends preserving the agricultural potential of land by protecting prime and statewide important farmland soils. The Comprehensive Plan recommends preserving open space and agricultural lands by promoting the use of purchase of development rights programs. The Property is identified on the Comprehensive Plan's map of "Parcels with Historic Sites" and on its Centers and Greenspaces Plan (Figure 9.1) as being located in an area covering more than 1,000 acres of habitat.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 14 acres of prime soils, and approximately 68 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property contains headwaters of the Crum Elbow Creek, a tributary to the Hudson River that is wholly contained within Dutchess County. The Hudson River Drinking Water

Intermunicipal Council memorandum of agreement signed on May 31, 2018 by municipal leaders of seven municipalities formed the "Hudson 7" council which represents 100,000 people that depend on the Hudson River for drinking water. The Crum Elbow watershed is included on a map titled, "Source Waters for the "Hudson 7" prepared by the Dutchess County Department of Planning and Development dated September, 2018 and hosted by Riverkeeper, Inc.

R. The Property contains approximately a 13-acre portion of 21 acre Freshwater Wetland No. SP-55, a Class II wetland, designated pursuant to Article 24 of the New York Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. Approximately 6 acres of wetlands designated as a freshwater pond on the National Wetlands Inventory by the United States Department of the Interior overlaps with the wetland described herein.

S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains the headwaters and an 800-foot length of the Crum Elbow Creek (H-124) a Class A stream that has been classified by the New York State Department of Environmental Conservation according to its best use for drinking water. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.

T. The Property contains approximately 50 acres of forest lands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.

U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified marsh, wet meadow, ponds, hardwood and shrub swamp, upland shrubland, upland meadow, upland conifer forest, upland hardwood forest and upland mixed forest and an intermittent woodland pool on the Property, as referenced in *Significant Habitats in the Town of Clinton*, Dutchess County, New York, by Christopher Graham, Kristen Bell Travis and Gretchen Stevens, Hudsonia Ltd., December 2012.

V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number C00788GG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 22 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 32 below.

W. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"). The County has authorized a grant through the Dutchess County Partnership for Manageable Growth Program to partially fund the purchase of the Easement.

The grant is in the amount of Four Hundred Two Thousand Nine Hundred Ninety-Nine Dollars ($402,999) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 32 below.

X. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its purposes.

NOW, THEREFORE, in consideration of the foregoing, Nine-Hundred Sixty-Seven Thousand Nine Hundred Forty-Eight Dollars ($967,948) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. **Grant of Conservation Easement.**
Grantor hereby grants and conveys to Grantee a conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. **Purposes.**
The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Purposes of this Easement.

3. **Implementation.**
This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. **Definitions.**

4(a). "**Accessory Apartment:**" Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **"Accessory Residence:"** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). "**Accessory Structure:**" Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Structures and Improvements:"** Structures or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

4(e). **"Agricultural Use:"** Those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **"Agricultural Tourism:"** As defined in Article 25-AA of the AML, or such successor law as enacted. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(g). **"Cabin:"** A roofed Structure that is not a permanent residential dwelling and is self-sufficient, not serviced by water supply, sewer, natural gas, electrical power grid, or similar utility services. The cabin shall operate completely independently of all traditional public utility services and utility services generated from Renewable Energy Facilities, sourced from on or off the Property.

4(h). **"Commercial Uses:"** Any use or activity undertaken for business purposes, including, but not limited to, the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(i). **"Conservation Plan:"** An Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(j). **"Crops, Livestock and Livestock Products:"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

(4k). **"Educational Uses:"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.

4(l). **"Farm Labor Housing:"** Dwellings or Structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(m). **"Farm Operation:"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(n). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.

4(o). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 15.*

4(p). **"Grantee:"** includes the original Grantee and its successors and assigns.

4(q). **"Grantor"** includes the original Grantor and its heirs, successors and assigns.

(4r). **"Height:"** The measurement from the natural mean grade (prior to construction or grade

alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(s). **"Impervious Surfaces"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(t). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(u). **"Industrial Uses:"** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(v). **"Institutional Uses:"** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(w). **"Invasive Species:"** A plant, animal or other organism that is not native to an ecosystem whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.

4(x). **"Owner"** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(y). **"Principal Residence:"** The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.

4(z). **"Qualified Farmer:"** shall be defined as

- an individual or corporation, OR
- family partnership, OR

- a member of a limited liability company, OR
- a shareholder of an S corporation, OR
- a beneficiary of an estate or trust that receives an average of at least 2/3 of its federal gross income from Agricultural Use associated with a Farm Operation over the most recent taxable year and the two previous consecutive taxable years, except that, alternatively, any new or beginning farmer may be deemed to be a Qualified Farmer if each of the following criteria are met:
    1. the above-referenced individual or entity must be in the first ten (10) years of having an ownership interest in the Farm Operation; and
    2. gross sales of any one or more Crops, Livestock and Livestock Products of at least $10,000 in the most recent taxable year.

4(aa) **"Recreational Structures:"** Structures used for passive recreational activities such as an open-air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Property.

4(bb). **"Recreational Uses"** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(cc). **"Renewable Energy Facilities:"** Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(dd). **"Residential Dwelling"** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(ee). **"Residential Uses:"** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(ff). **"Run-in Shed:"** A three-sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(gg). **"Rural Enterprises"** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and

beauty salon.

4(hh). "Sound Agricultural Practices:" Practices used for on-farm production, preparation, and marketing of agricultural commodities that do not cause bodily harm or property damage on or off the farm, achieve the intended results in an ecologically sound and reasonable manner, and are in compliance with applicable laws.

4(ii). "Structure:" Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(jj). "Telecommunications:" The transmission, receipt, or exchange of information using technology involving the Property and any other location.

4(kk). The following **"Use Areas"** are defined for the Easement:
"Split Farmstead Areas:" An area depicted on Exhibit B, consisting of two areas designated as Parts A and B, that each center on existing farm Structures or future planned Structures. For the purposes of this Easement, the aggregate of the two Parts comprises a single Split Farmstead Area. **"Resource Protection Areas:"** Areas depicted on Exhibit B which encompass an ecologically sensitive wetland that contributes to a public water supply and adjacent uplands.
"Farm Area:" The remaining area of the Property, as depicted on Exhibit B of this Easement.

4(ll). "Viable Agricultural Land:" Land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior permission. No Structures or Improvements shall be built, expanded, or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

6. **Use of Property**. Except as provided specifically herein, the Property shall be used solely for Residential, Agricultural, Recreational, Educational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Agricultural Tourism, commercial Recreational Use, commercial Forestry Use, and Rural Enterprises that are compatible with the Purposes of this Easement. No Institutional Use of the Property is permitted except with the prior permission of the Grantee. Industrial Uses of the Property are prohibited

7. Reserved Rights Retained by Grantor.

Grantor reserves all customary rights and privileges of ownership subject to the terms of this Easement, including the right of exclusive use, possession, and enjoyment of the Property and, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purposes set forth in Section 2 ("Purposes") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that processing, marketing or retailing of Crops, Livestock and Livestock Products and similar activities involving processed products associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and conducted in accordance with Sound Agricultural Practices. Notwithstanding the foregoing, the Resource Protection Area shall not be used for the production of any livestock or livestock products except for the placement of apiaries.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.

Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Recreational and Educational Uses must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this

Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with Sound Agricultural Practices and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purposes of this Easement and shall be only those not otherwise specifically prohibited by this Easement. The Conservation Plan shall identify potential adverse environmental impacts of agricultural activities, provide for enhancement of the agricultural productivity and economic viability of the Property and include the prohibition of livestock and livestock products within the Resource Protection Area contained in Section 7(a) ("Right to Use Property for Agricultural Uses"). Where the Property is subject to an accepted forestry management plan for Commercial Forestry pursuant to Section 15(c) ("Forestry"), the forestry management plan will control. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

10. Construction of Buildings and Other Improvements.

The Property consists of three (3) Use Areas that are further described in the Baseline Documentation Report (referenced in Section 23 herein. Two of these Use Areas are identified on the Easement Map attached hereto as Exhibit B: 1) the Split Farmstead Area and 2) the Resource Protection Area. A third Use Area, the Farm Area, consists of all land that is not within either of those two Use Areas. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on a maximum of five percent (5%) of the Farm Area. There is no limitation on Impervious Surfaces within any designated Farmstead Area.

10(b). Fences.

Existing fences may be repaired, removed, and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, for safety and general property management, and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in

accordance with the provisions of this Section 11(c) and may be repaired, removed, enlarged, and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within any designated Farmstead Area.

Resource Protection Area: Structures and Improvements are prohibited within the Resource Protection Area except for apiaries.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts, or other means of crossing wet areas may be constructed or placed subject to obtaining required permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10(a) above.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged, and replaced at its respective location. Residential Uses shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Uses of the Property.

Farmstead Areas: Without permission of Grantee, Residential Dwellings, together with accessory Structures and Improvements, are permitted within the Farmstead Areas to the extent allowed below, subject to any applicable local, state, or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement, there was one (1)

such residence on the Property. The Principal Residence, built and existing on the date hereof, shall not be expanded to exceed a Footprint Area of 4,000 square feet and a Height of 35 feet and no new or replacement Principal Residence shall exceed a Footprint Area of 4,000 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, no such residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence with which it is associated.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement no Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence with which it is associated.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence with which it is associated. As of the date of this Easement, no Farm Labor Housing units exist on the Property.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the Resource Protection Area

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with the prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area if proven to Grantee's satisfaction that it is necessary to locate such housing in the Farm Area in order to conduct Farm Operations. Any such Farm Labor Housing Unit may be placed on footings or slabs, but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 1,500 square feet and a Height of 25 feet each. The land on which these Residential Dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Structures and Improvements associated with Rural Enterprises may only be established within the Split Farmstead Area unless otherwise permitted in this Section 10 ("Construction of Buildings and Other Improvements"). Structures and Improvements related to Agricultural Tourism are permitted only within the Farmstead Areas. Activities related to Agricultural Tourism are permitted in the Farm Areas. In all cases, such uses and any necessary Structures

or Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Enterprises that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junkyard or gas station), are prohibited unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.
Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Structures and Improvements associated with Recreational and Educational Uses are permitted within any designated Farmstead Area.

Resource Protection Area: With prior permission of Grantee, Grantor may place or construct boardwalks and blinds for Recreational and Educational Uses. All other Structures and Improvements associated with Recreational and Educational Uses are prohibited in the Resource Protection Area.

Farm Area: Without permission of Grantee, Grantor may place or construct Structures and Improvements associated with commercial and non-commercial Recreational Uses with a maximum aggregate Footprint Area of one thousand (1,000) square feet. Permission of Grantee is required for Structures and Improvements associated with Recreational and Educational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational and Educational Uses shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces") and shall be sited in a manner that minimizes impacts to prime soils and soils of statewide importance.

10(g). Cabins.
A total of two (2) Cabins used for short term rentals and personal use are permitted on the Property. Without permission of Grantee, Grantor may place and construct Cabins in the Farmstead Area. With prior permission of the Grantor pursuant to Section 19 ("Permission of and Notice to Grantee") Cabins may be located in the Farm Area, provided that the locations are subordinate to Agricultural Use and vehicular access is limited to agricultural vehicles, all-terrain-vehicles, or similar personal off-road vehicles. Construction of parking areas at Cabins in the Farm Area is prohibited. No Cabin shall exceed a Footprint Area of 500 square feet and a Height of 20 feet. Cabins may be placed on footings or slabs, but not on excavated foundations. Cabins are prohibited within the Resource Protection Area. The

Cabins and all associated Structures and Improvements shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

10(h). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purposes of this Easement, subordinate to the Agricultural Use of the Property and sited in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(i). Structures and Improvements associated with Renewable Energy and Telecommunications.

With permission from the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited, except that no more than one (1) New York State Mesonet weather station or similar Telecommunications Structure may be installed on the Property for the sole purpose of providing data collection and communications services for research or scientific purposes.

Farmstead Areas: With prior permission of Grantee, all Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within any designated Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Property.

Resource Protection Area: Renewable Energy Structures and Improvements are prohibited within the Resource Protection Area.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior permission from the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), facilities for the generation of energy from renewable resources for non-Commercial Use, principally on the Property may be constructed or placed in the Farm Area. Such facilities may include access roads and other accessory Improvements. Renewable Energy improvements must be compatible with the Purposes of this Easement and must be subordinate to the Agricultural Use of the Property. They must also be sited in a manner that minimizes impacts to prime agricultural soils and soils of statewide importance as well as impacts to scenic views from public vantage points. Grantee may impose conditions in its approval of such facilities to ensure compliance with these requirements. Such conditions may include

posting a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact, affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Property. Any such Structure or Improvement may be enlarged or relocated with permission of the Grantee.

11. Maintenance and Improvement of Water Sources.
Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property, and improve the agricultural and forest management potential of the Property. Such alteration must be consistent with the Conservation Plan and compatible with the Purposes of this Easement, must be conducted in accordance with Sound Agricultural Practices, and must be carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 23 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

12. Water Rights.
Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state, and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision.
The Property is currently comprised of one (1) tax map parcel owned by Grantor.
There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership.

14. Boundary Line Adjustments. Pursuant to IRS Notice 2023-30, Grantor and the Grantee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

15. Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources. There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

15(a) Clearing without Prior Permission. Without prior permission of the Grantee, trees and vegetation may be removed (1) in association with the harvesting and management of Christmas trees produced within the Farm Area; (2) within any designated Farmstead Area (3) as needed to facilitate Agricultural Use in the Farm Area; (4) which endanger public safety, are diseased, damaged or fallen; (5) which need to be cleared to ensure the health of other trees; (6) in connection with the construction of permitted Structures, parking areas, and other

Improvements to the minimum extent necessary, provided that such clearings do not exceed three acres; (7) to construct and/or maintain walking or hiking trails; (8) to maintain and manage habitat areas; (9) to enhance the overall diversity of native plant species; (10) to provide control of Invasive Species; (11) to support the ecological health and biodiversity of the Property; and (12) to maintain the scenic and natural character of the Property, in compliance with the restrictions set forth below in this Section 15.

15(b) Clearing with Prior Permission. With the prior permission of the Grantee pursuant to Section 19, trees may be removed (1) to clear-cut areas of the Property to create open land for agriculture, habitat management, shooting fields, and views; (2) to clear more than three acres for permitted Structures and Improvements; and (3) as otherwise permitted by the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Clearing of trees is prohibited in the Resource Protection Area. In the event that a natural disaster or other event outside of Grantor's control results in the creation of new open spaces in the Resource Protection Area, such open spaces shall not be maintained in an open condition, but rather shall be permitted to revegetate naturally or otherwise in a manner approved by Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

15(c) Forestry. With the prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy, except that for properties under the NYS 480-a program, noted below, the Conservancy shall only require notice, pursuant to Section 19 ("Permission of and Notice to Grantee"), and a copy of the plan required New York State for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (3) (if applicable), logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs). Forestry Uses shall be prohibited in the Resource Protection Area unless the Property is enrolled in the NYS 480-a program and complies with all requirements in this Section 15(c).

1. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5)(B)(i) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, Grantor may utilize sand and gravel located on the Property, provided that (a) the sand and gravel is used only on the Property, (b) such use has a limited, localized impact on the Property, and is not irremediably destructive of the Purposes of the Easement contained in Section 2, (c) production facilities are concealed or compatible with existing topography and landscape, (d) the cumulative total land area disturbed to obtain the sand and gravel is no more than 1.5 acres, (e) any surface alteration is restored to its original state unless Grantee approves a restoration plan that further advances the Property's conservation Purposes, and (f) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. There shall be no placement of high-voltage transmission lines,

pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, except for facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines.

17. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 11(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads to provide access to and parking for permitted buildings, improvements, and activities. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

18. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash and household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or for commercial use or sale. All such activities shall be conducted in accordance with Sound Agricultural Practices and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with permitted Uses and Structures on the Property is allowed by this Easement.

19. Permission of and Notice to Grantee.

Prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 37 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the Purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of any Structure, Improvement or alteration permitted by the Easement which it deems to have no or an insubstantial impact on the Purpose and provisions of the Easement.

19(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written permission is required, the Grantee shall grant or withhold its permission in writing within 35 days of receipt of the Grantor's request for permission accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold permission only upon a reasonable determination by the Grantee that the

Grantor's proposal would be inconsistent with the Purposes or specific provisions of this Easement. The Grantee may grant its permission subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the permission of the Grantee.

19(b). Standards and Timetable for the Giving Notice to Grantee.

Where only prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement, or any significant landscape alteration. Prior to commencing any activity requiring prior notice, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Purposes and restrictions of this Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee determines that an activity requiring prior notice does not meet the standards of this Section 19, it shall promptly notify Grantor of such determination.

20. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

20(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

20(b). Upkeep and Maintenance.

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

20(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities of the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with the Grantee's administration and/or enforcement of this Easement or otherwise, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition o arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims, or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damager related to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee and

the State of New York, Department of Agriculture and Markets harmless from and against any and all costs, claims, expenses, fines penalties, assessments or citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantor shall indemnify and hold harmless the Grantee and the New York State Department of Agriculture and Markets, and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the Department of Agriculture and Markets may be subject or incur relating to the Property, which may arise from, but are not limited to, any personal injury, accidents, negligence or damage, Grantor's ownership of the Property, Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless the Grantee and the Department of Agriculture and Markets or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. The Grantee and the Department of Agriculture and Markets shall have no liability to Grantor or any other Owner for acts of the Grantee and the Department of Agriculture and Markets or their, taken in good faith in connection with the exercise of their rights under this Easement.

21. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –

a. Agricultural Use,
b. Conservation Plan,
c. Crops, Livestock and Livestock Products,
d. Farm Labor Housing,
e. Farm Operation,

f. Sound Agricultural Practices, and
g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 27 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 25 ("Enforcement").

22. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

23. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. To evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties. A copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

24. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not

a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets and the County, pursuant to Section 26 ("Third Party Enforcement Right of the County of Dutchess"), shall have the same right of inspection.

25. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purposes of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purposes of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so later. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and which occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or political or social upheavals such as wars or riots.

26. Third Party Enforcement Right of the County of Dutchess.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

26(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

26(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if

not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

26(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 25 ("Enforcement") or this Section 26 ("Third Party Enforcement Right of the County of Dutchess").

27. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 21 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted subject to Section 21 shall not prevent the mediation allowed under this Section 27. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 25 ("Enforcement") or the rights of the County of Dutchess under Section 26 ("Third Party Enforcement Right of the County of Dutchess").

28. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL and that is a "qualified organization" under Section 170(h) of the Code, including a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets or its successor agency, if any, must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

29. Sale, Transfer and Subdivision of Property.

29(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any portion thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. on _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

29(b). Notice and Effect of Boundary Line Adjustment. Prior to any permitted boundary line adjustment of the Property into parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such boundary line adjustment, this Easement shall continue to encumber the land conveyed. References in this Easement to the Property, or to the Owner or Owners or Grantors, shall be deemed to refer to the Owner or Owners of each such parcel conveyed, and no Owner or Owners of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other portion of the Property. In the event that an Owner of a subdivided parcel requests an amendment of this Easement, and the Grantee agrees to such amendment, the amendment shall affect only the parcel of land for which the request was made and shall have no effect on any other land protected by this Easement.

29(c). Allocation of Permitted Structures. In the event that a boundary line adjustment occurs pursuant to Section 13 ("Subdivision"), in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

29(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the Purposes and provisions of this Easement, to perform

its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to otherwise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property, and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

29(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "Owner" shall include the Owner of any beneficial equity interest in the Property. The preceding sentence shall not impose personal liability on any such beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

29(f). Discharge of Owner Upon Transfer. In the event any Owner transfers fee ownership of all or any portion of the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

30. Amendment of Easement.

This Easement may be amended only with the written permission of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any such amendment to this Easement shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

31. Judicial Extinguishment of Easement.

Pursuant to IRS Notice 2023-30, Grantor and Grantee agree that if a subsequent unexpected change in conditions surrounding the Property renders impossible or impractical the continued use of the Property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the Property

are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

31(a) Consideration of Future Circumstances. In granting this Easement the Grantors have fully and carefully considered the possibility that a use of the Property that is expressly prohibited, or prohibited because it is inconsistent with the Purposes of this Easement, may be more economically valuable than permitted uses, or that neighboring properties may allow uses that are not permitted hereunder. It is the intent of both Grantors and Grantee that if such a situation occurs, it shall not justify the termination or extinguishment of this Easement pursuant to this Section 31. In addition, Grantors' inability or difficulty in carrying on any or all of the permitted uses, or the unprofitability of doing so, shall not affect the validity or enforceability of this Easement or be considered grounds for its termination or extinguishment.

31(b). Eminent Domain. If condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purposes") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 32 ("Proceeds") herein.

31(c). Grantee's Right to Proceeds. In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 32.

31(d) Judicial Extinguishment Initiated by Landowner. If this Easement is extinguished pursuant to a judicial proceeding initiated by the Grantors or their successors, Grantors shall pay to Grantee the greater of the amount specified in Section 31(c) and the fair market value of the Easement on the date of judicial extinguishment, as determined by independent appraisal. The cost of such appraisal shall be divided equally between the Grantors and the Grantee. Grantee may, in its sole discretion, waive the provisions of this Section 31(d) and value its proportionate share under Section 31(c). Grantee agrees to devote the proceeds it receives in a manner consistent with the Purposes of this Easement.

32. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment, partial extinguishment, sale or other disposition of the Property as contemplated in Section 31 ("Judicial Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof.

For this Easement, the Grantee's Proportionate Share is sixty percent (61%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property.

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board.

Because Dutchess County contributed funds toward the amount of consideration of this Easement equivalent to 37% of the appraised value of this Easement at the time of its conveyance, it shall be entitled to receive 37% of the Proportionate Share proceeds as described above in this Section 32. The County hereby acknowledges this entitlement by signing the attached Acknowledgement. The remaining balance of any Proportionate Share of the proceeds as referenced above shall be provided to the Grantee.

33. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

34. Recitals and Exhibits Incorporated Herein.

All recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. All exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

35. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

36. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall

remain in full force and effect.

37. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 37.

38. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

39. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

40. Subsequent Encumbrances.

The grant of any easements or use restrictions is allowed with the permission of Grantee pursuant to Section 19(a) ("Standards and Timetable for the Grantee's Permission"). Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

41. Preemptive Purchase Right.

Grantor acknowledges that the continued ownership of the Property by a party capable of conducting Agricultural Use on the Property is integral to fulfilling the Purposes of the Easement. Accordingly, Grantor hereby grants to Grantee a preemptive right to purchase the Property in accordance with the provisions of this Section 41 ("Preemptive Purchase Right") upon a proposed sale of the Property as more fully set forth below. The Preemptive Purchase Right constitutes a restriction that runs with the land and shall apply to each Conveyance (as hereinafter defined) in perpetuity.

41(a). Trigger of the Preemptive Purchase Right. Grantee shall have the right to exercise the preemptive purchase right in the event that Grantor proposes to sell or otherwise transfer (a) the Property or any part of the Property, (b) any interest in the Property or (c) any interest in a corporation, limited liability company, partnership or other entity holding title to the Property

(any such transaction or occurrence is hereinafter referred to as a "Conveyance"). Unless otherwise permitted by the Easement, the Property shall only be sold in its entirety.

41(b). Exempt Transactions. Notwithstanding the foregoing, the following Conveyances shall not trigger Grantee's rights hereunder (each an "Exempt Transaction"):

i. Any conveyance of the Property to a transferee who agrees in writing to continue Agricultural Use, provided that the following conditions are also satisfied:
   a. The price must be no greater than the as-restricted value (as described below in 41(f)(i))
   b. The conveyance must be made to:
      i. a transferee who personally, or whose spouse or life-partner either currently meets the definition of Qualified Farmer or who previously met the definition of Qualified Farmer for a minimum of seven (7) years within the past twenty (20) years; or
      ii. a spouse, life-partner, parent, grandparent, sibling, child, stepchild, niece, nephew, or grandchild of Grantor (any one or more of whom are hereinafter referred to as a "Relative"); or
      iii. a trust for the exclusive benefit of Grantor and/or a Relative; or
      iv. a family partnership, family limited partnership, family limited liability company, or other similar family entity, provided that all interests in any such entity are owned, legally and beneficially, by Grantor and/or a Relative; or
      v. a nonprofit organization whose mission includes facilitating access to farmland at prices affordable to Qualified Farmers, and which has made a written commitment to continue Agricultural Use of the Property.

ii. Any mortgage, pledge, or other assignment of the Property to an institutional lender as security for any indebtedness of Grantor provided that any such mortgage, pledge, or other assignment of the Property requires that:

   a. Grantee shall receive concurrent notice of any default under any such indebtedness and shall be afforded a reasonable opportunity to cure such default on behalf of Grantor; and

   b. Any party acquiring the Property as result of a default of Grantor in the payment of such indebtedness shall be bound by the terms of this Easement in the same manner as Grantor hereunder, including being subject to this preemptive purchase right.

41(c). Notice of Intent to Market. Whenever Grantor intends to market the Property for sale, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to market," and shall be delivered to Grantee not later than ten (10) days after the Property is either listed for sale with a broker or other person or any marketing materials for Conveyance of the Property or interest therein have been prepared, whichever occurs first. The notice of intent to market shall include a copy of any brokerage agreement, listing materials or

other materials used or proposed to be used in connection with the marketing of the Property, including the proposed offering price for the Property.

41(d). Notice of Intent to Convey. Whenever Grantor intends to enter into a transaction that would constitute a conveyance of the Property, including an exempt transaction, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to convey" and shall be delivered to Grantee not later than five (5) days following the receipt by the Grantor of an offer for the Property that the Grantor is inclined to accept.

The notice of intent to convey shall include:

i. A copy of any written offer that Grantor has received and is willing to accept; and

ii. To the extent then executed, a copy of any written agreement between Grantor and a proposed transferee relating to the proposed Conveyance (together with such other instruments as may be required to show that proposed agreement has been entered into in good faith). Grantor acknowledges and agrees that any written agreement executed by Grantor with respect to any conveyance shall specifically state that it is subject to the rights of Grantee pursuant to this Easement with preemptive purchase right; and

iii. A written description of the transferee's training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of (1) agricultural activities to be conducted or facilitated by transferee, (2) the retail or wholesale markets the transferee intends to utilize for sale of the agricultural products from the Property, (3) any proposed improvements to the Property, (4) a statement of anticipated agricultural income and expenses derived from the Property for a three-year period following transferee's acquisition of the Property, (4) a twelve-month cash flow projection or (5) other documentation of the transferee's capacity and intention to conduct Agricultural Use of the Property as determined by Grantee at its sole discretion. If transferee has no such training and experience or no intention of operating an agricultural business on the Property, a written statement to that effect.

iv. If the proposed conveyance is represented to be an exempt transaction, the notice to convey shall also include the documents needed to establish the conveyance as such, including:

a. Documentation sufficient to show that the conveyance is at or below the as-restricted value. Such documentation may include:
   i. A copy of an appraisal determining the as-restricted value of the Property in accordance with Section 39(f)(i); or
   ii. Any other adequate documentation the Grantor may provide sufficient to prove that the conveyance is at or below the as-restricted value. Determination of the adequacy of said documentation is at the Grantee's sole discretion.

b. Documentation sufficient to establish the required Qualified Farmer status and

the relationship(s) used to claim an exempt transaction under the terms of Section 39(b)(i), or the buyer's federal income tax filings from the previous two years, if the exempt transaction is claimed under Section 39(b)(ii). The sufficiency of such documentation shall be determined by Grantee, at its sole discretion.

41(e). Notice of Intent to Exercise Preemptive Purchase Right: If Grantee determines that the proposed conveyance is not an exempt transaction, Grantee may exercise the preemptive purchase right by giving Grantor notice thereof ("notice of intent to exercise") promptly, but in no case more than sixty (60) days following receipt of Grantor's notice of intent to convey. Failure by Grantee to provide such notice within 60 days shall constitute a waiver of Grantee's rights under the preemptive purchase right with respect to the proposed conveyance that is the subject of such notice of intent to convey. Grantee shall notify Grantor immediately upon a determination that it will not exercise this Preemptive Purchase Right with respect to a proposed conveyance. Failure to exercise this right with respect to a proposed conveyance shall not constitute a waiver of any of Grantee's rights with respect to a subsequent conveyance.

41(f). Purchase Agreement. If Grantee gives Grantor a notice of intent to exercise, Grantor and Grantee shall, either within sixty (60) days of delivery of said notice if Grantee chooses not to seek an appraisal, or within ten (10) days of receipt of the final appraisal if the purchase price (defined below) is determined pursuant to Section 41(f)(i) below, enter into a written agreement with respect to the sale of the Property (the "purchase agreement"). Unless otherwise agreed by the parties, the purchase agreement shall contain the following terms:

(i) Purchase Price. The price for which Grantee shall have the right to purchase the Property (the "permitted resale price") shall be the lesser of the offer price set forth in any written agreement delivered by Grantor to Grantee pursuant to Section 41(d)(i) above, or a price equal to the as-restricted fair market value of the Property ("as-restricted value") determined as follows:

a. An appraisal of the as-restricted value of the Property, including all improvements thereon, based on its use value for productive Agricultural Use (hereinafter, the "agricultural use value") of the land comprising the Property, assuming that its highest and best use is commercial agricultural production commonly occurring within the market area where the Property is located on the date that the notice of intent to exercise is given, as determined by a jointly approved qualified, independent appraiser selected by Grantor and Grantee, with the cost of such appraisal to be at Grantee's sole expense. If Grantor and Grantee cannot jointly agree on a qualified, independent appraiser, Grantor and Grantee shall each select their own qualified, independent appraiser, each at their own expense. If the value of the Grantor and Grantee's individual appraisals are within 10% of one another, for the purpose of determining the permitted resale price the as-restricted value shall be the average of the two appraised values. If the Grantor and Grantee's individual appraisals vary by more than ten percent (10%) then Grantors'

appraiser and Grantee's appraiser shall together appoint a third duly licensed appraiser with experience in the appraisal of agricultural real estate, who shall appraise the Property according to the requirements of the paragraph above. The cost of the third appraisal shall be equally borne by Grantee and Grantors. The value of the Property determined by the third appraiser in such case shall be the as-restricted value. As an alternative to appointing a third appraiser, Grantor and Grantee may agree upon a price based upon averaging the two appraisals or otherwise.

b. Appraisal(s) shall be completed by a licensed appraiser with experience in the appraisal of agricultural real estate and shall take into consideration the permitted and restricted uses set forth in the Easement as well as the impact on value resulting from the preemptive purchase right. The appraiser shall consider at least three approaches to valuation, including the Cost, Income, and Sales Comparison Approaches and shall value the land and all permanent structures and improvements (including permanently installed land improvements such as in-ground irrigation systems, farm roads, and tiling) by such appraisal methods as said appraiser finds appropriate for determining the as-restricted value of the Property.

(ii) Grantee's Right of Entry in Furtherance of the Preemptive Purchase Right. Grantee and Grantee's designees shall have the right to enter upon the Property at reasonable times upon reasonable advance notice for the purpose of preparing for the purchase of the Property (or interest therein), including but not limited to conducting appraisals, surveys, soils tests, engineering studies, and obtaining other desired information about the Property. Such entry onto or testing of the Property shall be conducted in a manner that reasonably limits any disturbance the use and enjoyment of the Property by Grantor.

(iii) Closing. The closing of the transaction contemplated by the purchase agreement will take place within ninety (90) days following execution of the purchase agreement.

(iv) Title. Grantor shall convey to Grantee, by bargain and sale deed with covenant against grantor's acts, in customary, recordable form, good, clear, record and marketable title to the Property free of all liens, leases, tenancies, occupancies or other encumbrances, subject only to (a) customary utility distribution easements (b) rights of the general public to use public roads; (c) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Property; (d) the permitted exceptions in existence as of the date of this Easement and (e) the terms and conditions of this Easement. Grantor shall provide to Grantee copies of any existing title insurance policies, abstracts of title and survey maps of the Property. The state of title to the Property shall be determined by a title examination paid for by Grantee, and Grantee may obtain title insurance at Grantee's expense. In the event Grantor is unable to convey

good and marketable title as required hereunder despite Grantor's best efforts (including the application of the purchase price to reduce any monetary liens), then Grantee may elect to terminate the purchase agreement and its exercise of this preemptive purchase right or to accept such title as Grantor shall be able to deliver and pay the purchase price without reduction, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

(v) Approvals. Grantor agrees to obtain at his sole expense any and all permits and approvals required under law or regulation for the conveyance of the Property (or interest therein) to Grantee under the purchase agreement. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.

(vi) Hazardous Materials. Upon execution of the purchase agreement, Grantor shall update the representation made below regarding the presence or release of hazardous materials. In the event that Grantee discovers that any hazardous material has been found or released from or onto the Property, or that any violation of law related thereto has occurred on the Property, Grantee may at Grantee's option terminate the purchase agreement and declare its exercise of the preemptive purchase right to be null and void.

Representation: Grantor represents to Grantee that Grantor is not now aware of the placement or dumping on the Property of any "hazardous material," including but not limited to petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, or any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, or of the existence of any violation of federal, state or local law related thereto. The term "hazardous material" shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in compliance with all applicable laws, in reasonable quantities for a lawful agricultural operation.

(vii) Prorations and Fees. Grantor and Grantee shall prorate property taxes, assessments, fuel on the premises and rents as of the date of closing. Other transfer taxes and other taxes, fees and charges will be allocated in accordance with the customary practice in Dutchess County.

(viii) Casualty. In the event any structure on the Property is substantially destroyed by fire or other casualty, Grantee may elect to (a) proceed to closing and accept the proceeds of any insurance policy Grantor may have with respect to such destruction; or (b) if such insurance proceeds are less than the value of the structure as determined by appraisal using the methodology described above,

proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such contributory value and insurance proceeds; or (c) terminate the purchase agreement and withdraw its election to exercise the preemptive purchase right, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

(ix) No Changes in Property. Grantor shall not physically alter the Property or the improvements on the Property or enter into any lease after Grantee delivers the notice of intent to exercise without Grantee's written consent, except to perform generally accepted agricultural practices and normal repairs and maintenance.

(x) Personal Property. All personal property, livestock, machinery and equipment not included in the sale or other transfer shall be removed from the Property, and all other waste and debris shall be removed from the Property prior to closing.

(xi) Assignment. Grantee may by written instrument, a copy of which shall be delivered to Grantor, assign its rights under the purchase agreement to a third party who, in the reasonable opinion of Grantee, will use or will facilitate the use of the Property for productive Agricultural Use.

(xii) Form of Agreement. Grantor acknowledges receipt of, and accepts, the form of purchase and sale agreement heretofore delivered by Grantee to Grantor and agrees that such form conforms to the requirements of this Section.

(xiii) Power of Attorney. In the event Grantor fails to execute the purchase agreement within ten (10) days of delivery to Grantor (provided that the purchase agreement conforms to the requirements of this Section), Grantor hereby constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact for Grantor and in Grantor's name to execute, acknowledge and deliver such purchase agreement as the act and deed of Grantor.

41(g). Waiver of Preemptive Purchase Right for Specific Proposed Conveyance. If Grantee fails to provide delivery of a notice of intent to exercise or, if Grantee elects to terminate the preemptive purchase right under the terms of the purchase agreement, or if Grantee unjustifiably fails to purchase the Property within ninety (90) days following execution of the purchase agreement (as the same may be extended pursuant to the terms of the purchase agreement), then at the request of Grantor, Grantee shall promptly execute and deliver to Grantor a document in suitable form for recording waiving Grantee's rights hereunder in connection with the proposed conveyance, and Grantor may proceed with the proposed conveyance; provided, however, that the proposed conveyance by Grantor to such prospective transferee must be completed within the twelve (12) month period following delivery of the notice of intent to convey given with respect thereto. Any such waiver of the preemptive purchase right shall state or automatically be deemed to state that it waives the preemptive purchase right only for purposes of the specific conveyance in question and that the preemptive purchase right (and the balance of this Easement) shall continue to be in effect for all other

future conveyances. Grantee shall have the right to waive this preemptive purchase right with respect to the proposed conveyance at any time, including following execution of a purchase agreement.

42. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

43. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

44. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 30 ("Amendment of Easement").

45. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's Purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or

scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

46. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party deriving from the Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while such party is an Owner or entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

47. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

48. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

LANDOWNER
Primrose Hill Farm Partners, LLC

By: _____
Robert A. Schoch
Title: Managing Member

GRANTEE
Dutchess Land Conservancy, Inc.

By: _____
Rebecca E.C. Thornton
President

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Robert A. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT
For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Susan J. Serino
County Executive

State of New York)
County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Susan J. Serino** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("C," "D," "E," "I," "K," "M" and "O")
- "Purposes"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," "Qualified Farmer," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "Sound Agricultural Practices," "Proceeds" and "Interpretation

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situated, lying and being in the Town of Clinton, Dutchess County, New York, more particularly described as follows:

West Farm Parcel

Beginning at the northeast corner of the herein described parcel at a point in the westerly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,103,415.494 feet North by 668,406.547 feet East;

Thence along said Fiddler's Bridge Road,
South 26°58'42" West for 522.51 feet,
South 21°08'06" West for 252.10 feet, and
South 34°05'37" West for 55.28 feet;

Thence along the lands now or formerly of Conroad Associates, LP, described by deed recorded as Document No. 2-2019-1758,
North 4°42'48" East for 72.78 feet to an angle in a stone wall, and along said wall,
North 4°42'48" East for 227.24 feet,
North 3°53'15" East for 114.42 feet,
North 2°50'45" East for 162.49 feet, and
North 1°45'45" East for 125.90 feet to an iron rod found in a stone wall intersection;

Thence along lands now or formerly of Auspitz, described by deed recorded as Document No. 2-2018-663, following the stone wall,
North 67°45'55" East for 8.82 feet, and
North 82°12'21" East for 309.27 feet to the point or place of beginning;

Containing 2.379 acres.

BEING all that portion of Parcel 1 described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying WEST of Fiddler's Bridge Road.

East Farm Parcel

Beginning at the corner of a stone wall marking the northeast corner of the herein described parcel located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,
South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,
South 4°13'57" East for 138.53 feet,
South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,
South 7°52'46" East for 174.14 feet to a point in said wall;

Thence along the aforementioned lands of Schimmelpfennig, following said wall,
South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,

South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
South 7°42'21" East for 108.34 feet, and
South 9°09'26" East for 49.58 feet to a point in said wall;
Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696 of Deeds at page 859, following said wall,
South 5°23'06" East for 105.09 feet,
South 7°57'21" East for 326.97 feet,
South 5°55'46" East for 142.50 feet to the south end of said wall, and
South 12°15'11" East for 41.39 feet to an iron rod found;
Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-385,
North 88°53'08" West for 523.70 feet to a point at the west end of a stone wall, and
South 6°15'08" East for 400.39 feet to a point in a stone wall;
Thence along lands now or formerly of Seelbach LLC, described by deed recorded as Document No. 2-2002-6948, following said stone wall,
North 86°41'44" West for 208.55 feet,
North 89°58'58" West for 118.81 feet,
North 89°21'50" West for 213.54 feet, and
North 85°18'00" West for 116.89 feet to an intersection of walls;
Thence along lands now or formerly of Bowers, described by deed recorded as Document No. 2-2001-10836, following said stone wall,
North 3°22'02" East for 38.45 feet,
North 0°46'39" West for 162.79 feet to an intersection of walls, and continuing along same,
North 87°52'34" West for 323.72 feet,
South 87°30'49" West for 35.00 feet,
North 82°26'37" West for 26.69 feet,
North 87°42'17" West for 154.38 feet,
South 88°43'59" West for 42.53 feet to an intersection of walls, and continuing along same,
South 6°40'31" East for 112.44 feet,
South 8°40'37" East for 41.82 feet,
South 5°59'19" East for 102.17 feet to an iron rod found at an intersection of walls, and continuing along a stone wall,
South 82°26'40" West for 514.92 feet to an iron rod found in a wall corner;
Thence along lands now or formerly of D'Amico, described by deed recorded as Document No. 2-2001-8432, following a stone wall,
North 2°46'49" West for 327.64 feet to an intersection of walls, and continuing along same,
North 2°02'35" West for 247.20 feet,
North 3°00'47" West for 379.01 feet,
North 2°07'11" West for 231.71 feet, and
North 4°18'16" West for 84.51 feet to an iron rod found in an intersection of walls;
Thence along the easterly user boundary of Fiddler's Bridge Road, following a stone wall,
North 62°11'56" East for 126.67 feet to a point, leaving said wall and still along said road,
North 20°43'49" East for 346.80 feet to the south end of a stone wall,
North 29°26'09" East for 112.58 feet to the north end of said wall,
North 25°17'41" East for 183.82 feet, and
North 27°47'59" East for 240.51 feet;

Thence along lands now or formerly of Fiddler's Bridge, LLC, described by deed recorded as Document No. 2-2022-50564, following a stone wall,

North 80°29'26" East for 131.94 feet,
North 82°07'21" East for 401.82 feet to an intersection of walls, and continuing along same,
North 82°47'46" East for 77.52 feet and
North 80°03'53" East for 49.44 feet;

Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650, following a stone wall,

North 78°57'26" East for 45.81 feet,
North 81°58'08" East for 156.01 feet to the east end of the wall, across a wetland and stream,
North 81°30'22" East for 258.96 feet to the west end of stone wall remains,
North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,
North 81°01'05" East for 300.05 feet to the point or place of beginning;

Containing 93.025 acres.

BEING all that portion of Parcel 1 described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying EAST of Fiddler's Bridge Road.

West Woodlot Parcel

Beginning at an iron rod found marking the southwest corner of the herein described parcel at a point in the easterly user boundary of Seelbach Lane located at New York State Plane East Zone coordinates of 1,103,728.491 feet North by 670,064.189 feet East;

Thence along said Seelbach Lane,

North 9°10'17" East for 80.64 feet,
North 7°00'25" West for 70.38 feet to the south end of a stone wall, and along same,
North 0°57'30" West for 145.39 feet,
North 12°44'59" East for 37.62 feet;

Thence along the southwesterly user boundary of Rhynders Road, following said wall in part,

North 47°54'55" East for 16.19 feet,
North 71°07'30" East for 13.91 feet,
South 75°46'33" East for 17.24 feet,
South 37°36'10" East for 22.95 feet,
South 25°03'21" East for 128.79 feet, and
South 51°41'05" East for 242.52 feet to an iron rod found;

Thence along lands now or formerly of McCormack, described by deed recorded as Document No. 2-2018-5583,

South 79°59'45" West for 70.73 feet to the east end of a stone wall, along said wall,
South 78°18'23" West for 102.54 feet to the west end of said wall, and
South 80°10'57" West for 142.87 feet to the point or place of beginning;

Containing 1.184 acres.

BEING all that portion of Parcel 2 (the Woodlot) described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying WEST of Rhynders Road.

East Woodlot Parcel

Beginning at an iron rod found marking the northwest corner of the herein described parcel at the intersection of the easterly user boundary of Seelbach Lane with the northeasterly user boundary of Rhynders Road located at New York State Plane East Zone coordinates of 1,104,163.545 feet North by 670,060.547 feet East;

Thence along lands now or formerly of Maccarriello, described by deed recorded in Liber 1311 of Deeds at page 363, along a stone wall,

North 79°20'50" East for 32.26 feet to the east end of said wall, across a wetland,
North 82°06'47" East for 287.46 feet to the west end of a stone wall, and along same,
North 81°18'53" East for 50.69 feet,
North 83°04'32" East for 162.28 feet, and
North 85°23'55" East for 32.17 feet to a point in said wall, from which an iron rod found bears North 12°57'23" East and 2.95 feet distant;

Thence along lands now or formerly of Bertolozzi, described by deed recorded as Document No. 2-2019-2801, along said wall,

North 85°00'02" East for 23.01 feet to the east end of said wall,
North 72°27'49" East for 44.92 feet to the west end of a stone wall, and along the same,
North 73°25'33" East for 91.07 feet to the east end of said wall,
North 73°41'04" East for 133.70 feet to the west end of a stone wall, and along same,
North 73°08'21" East for 247.34 feet to a point in said wall;

Thence along lands now or formerly of Naor, described by deed recorded as Document No. 2-2020-52431,

South 2°45'34" East for 504.05 feet to an iron rod found at the west end of a stone wall;

Thence along lands now or formerly of Hollitz, described by deed recorded as Document No. 2-2021-52608,

South 80°41'14" West for 55.01 feet to the east end of a stone wall, and along same,
South 84°22'18" West for 83.37 feet,
South 79°46'30" West for 63.27 feet,
South 83°23'12" West for 42.47 feet to the west end of said wall,
South 84°21'25" West for 193.33 feet,
South 84°58'23" West for 178.31 feet to the west end of a short section of stone wall, and
South 79°34'32" West for 98.68 feet;

Thence along the northeasterly user boundary of the aforementioned Rhynders Road,

North 70°28'12" West for 88.46 feet,
North 50°22'37" West for 103.88 feet,
North 43°16'54" West for 147.90 feet,
North 19°51'19" West for 68.42 feet,
North 39°46'13" West for 54.48 feet, and
North 52°48'58" West for 88.37 feet to the point or place of beginning;

Containing 9.359 acres.

BEING all that portion of Parcel 2 (the Woodlot) described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying EAST of Rhynders Road.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

Farmstead Area 1

Beginning at the southwest corner of the herein described area at a point in the easterly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,102,619.430 feet North by 668,086.934 feet East;

Thence along the easterly user boundary of Fiddler's Bridge Road,

North 20°43'49" East for 346.80 feet,

North 29°26'09" East for 112.58 feet, and

North 25°17'41" East for 41.76 feet;

Thence leaving said road and running through the above described East Farm Parcel,

South 87°00'00" East for 333.68 feet,

South 21°24'00" West for 225.00 feet,

South 14°00'00" West for 262.00 feet,

North 75°00'00" West for 221.00 feet, and

South 78°00'00" West for 174.00 feet to the point or place of beginning;

Containing 3.666 acres.

Farmstead Area 2

Beginning at the northwest corner of the herein described area at a point in the interior of the above described East Farm Parcel located at New York State Plane East Zone coordinates of 1,101,855.339 feet North by 668,595.579 feet East;

Thence through said interior of said Parcel,

South 88°00'00" East for 314.90 feet,

South 2°00'00" West for 192.37 feet,

North 87°51'23" West for 361.19 feet,

South 87°00'00" West for 326.00 feet,

North 3°00'00" West for 109.00 feet,

North 87°00'00" East for 382.00 feet, and

North 2°00'00" East for 78.00 feet to the point or place of beginning;

Containing 2.334 acres.

Resource Protection Area

Beginning at the corner of a stone wall marking the northeast corner of the herein described area located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,

South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,

South 4°13'57" East for 138.53 feet,

South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,

South 7°52'46" East for 174.14 feet to a point in said wall;
Thence along the aforementioned lands of Schimmelpfennig, following said wall,
South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,
South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
South 7°42'21" East for 108.34 feet, and
South 9°09'26" East for 49.58 feet to a point in said wall;
Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696 of Deeds at page 859, following said wall,
South 5°23'06" East for 105.09 feet,
South 7°57'21" East for 326.97 feet,
South 5°55'46" East for 142.50 feet to the south end of said wall, and
South 12°15'11" East for 41.39 feet to an iron rod found;
Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-385,
North 88°53'08" West for 300.00 feet to a point;
Thence running through the above described East Farm Parcel,
North 37°55'31" West for 879.90 feet,
North 5°00'00" West for 785.00 feet,
North 86°00'00" East for 175.00 feet,
North 24°00'00" East for 135.00 feet, and
North 20°00'00" West for 210.00 feet;
Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650,
North 81°30'22" East for 83.96 feet to the west end of stone wall remains,
North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,
North 81°01'05" East for 300.05 feet to the point or place of beginning;
Containing 25.886 acres.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

SUBJECT to utility easements of record.

EXHIBIT B
Conservation Easement Map

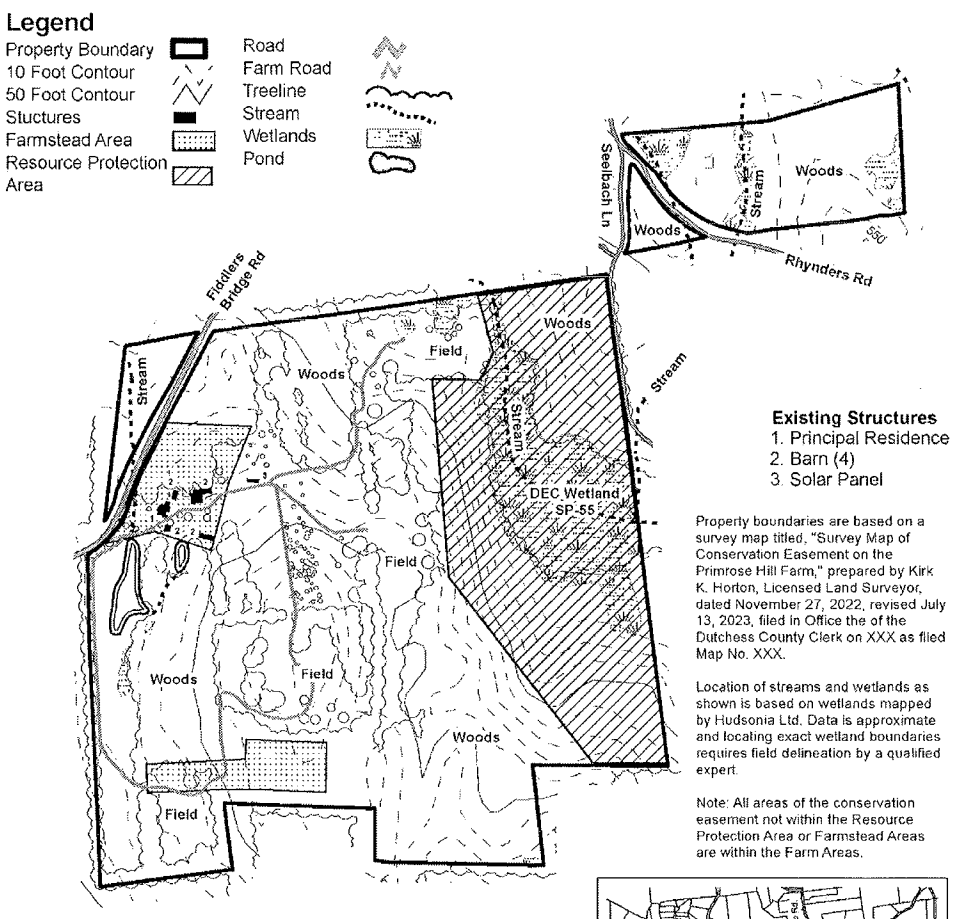


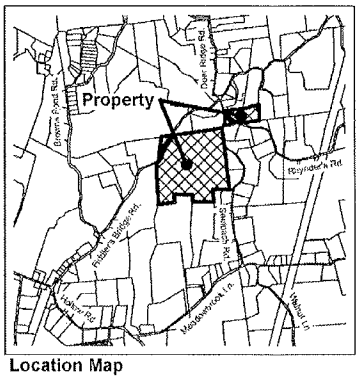
Exhibit B:
Conservation Easement Map

Primrose Hill Farm
105.947-Acre Property

Fiddlers Bridge Road
Town of Clinton, Dutchess County NY
105.947 Acres +/- (Per Survey)
June 4, 2025

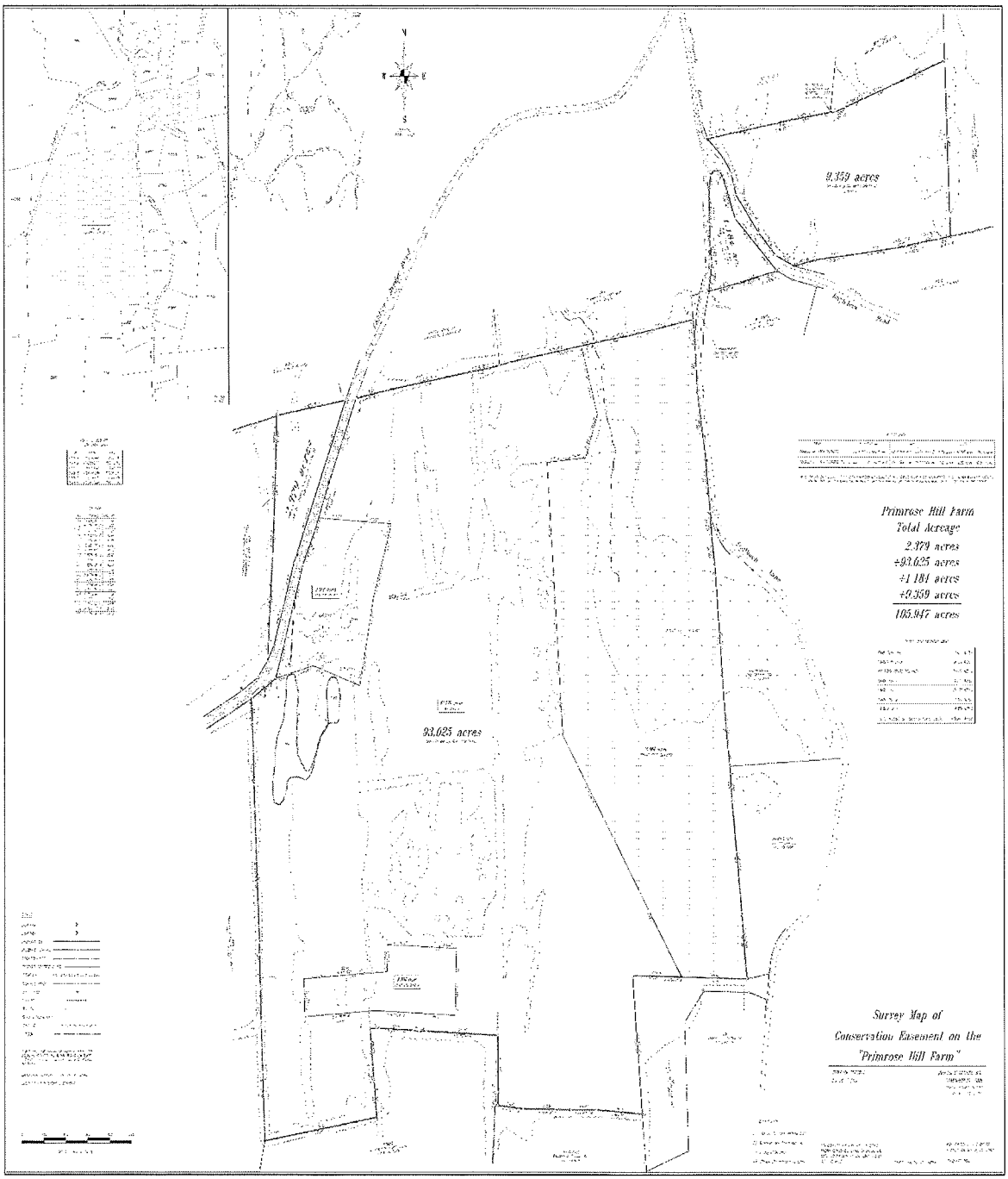
0 250 500 Feet

1 inch = 500 feet



Location Map
(Scale 1" = 4000 Feet)

EXHIBIT C
Survey Map


9.359 acres
93.625 acres
Primrose Hill Farm
Total Acreage
2.379 acres
+93.625 acres
+1.184 acres
+0.359 acres
105.947 acres
Survey Map of
Conservation Easement on the
"Primrose Hill Farm"

Grant Agreement

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of ____, 2025, by and between **PRIMROSE HILL FARM PARTNERS, LLC** (the "Owner") having a mailing address of 203 Fiddlers Bridge Road, Clinton, New York 12580; the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy"), and a mailing address of P.O. Box 138, Millbrook, New York, 12545.

W I T N E S S E T H :

WHEREAS, the Owner is the sole owner in fee simple of real property, currently operating as Primrose Hill Farm, which consists of approximately 105.947 acres described in the deed attached hereto as "Exhibit A" and desires to sell and convey to the Conservancy a conservation easement reducing the development rights on the entire property (the "Property"), more fully described in "Exhibit B" attached hereto and incorporated by reference, located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York (Tax Grid Number 132400-6367-00-158739); and

WHEREAS, the Conservancy wishes to purchase such conservation easement, provided that funds therefore are available through the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program authorized by Contract C00788GG, and that needed matching funds are available through the Dutchess County Partnership for Manageable Growth Grant Program authorized by the County pursuant to Resolutions 2023134 and _____. Additional funds will be provided by the Conservancy as well as the Owner in the form of a bargain sale.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owner agrees to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owner, one conservation easement (the "Conservation Easement") on the subject Property, currently operating as Primrose Hill Farm upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished as provided in the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B." The Exhibit B Conservation Easement has been approved by the Conservancy's Board of Directors.

2. **PAYMENT**. The development rights for the Property were appraised at One Million Ninety Thousand Dollars ($1,090,000), or approximately $10,288 per acre. The bargain sale purchase price for the Conservation Easement for these development rights shall be Nine-

Hundred Sixty-Seven Thousand Forty-Eight Dollars ($967,048). The purchase price for the Conservation Easement shall be paid in full at closing, in accordance with paragraph "6" below and subject to the contingencies set forth in paragraph "7".

The County will contribute a total of Four Hundred Two Thousand Ninety-Nine Dollars ($402,099) to the purchase price of the Conservation Easement which includes the cost of a preemptive purchase right, using funds from the County. The remaining portion of the purchase price shall be provided by the Conservancy using funds provided by New York State, and all transaction expenses including the survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using funds from the Conservancy and funds provided by New York State. The exact amount of costs other than the purchase price will be determined on, or before, the closing date. See Exhibit D "Financial Worksheet" for more detail. The Owner will donate the remaining value of the development rights of approximately $123,000 as a bargain sale, and will be responsible for all of its own costs and fees in relation to this agreement, including the New York State Transfer Tax.

3. **SURVEY MAP**. The Property to be subject to the Conservation Easement is shown on a survey map completed by Kirk K. Horton, Licensed Land Surveyor, titled, "Conservation Easement on the Primrose Hill Farm" dated November 27, 2022 and last revised July 13, 2023, a photo reduction of which is shown in Exhibit B. The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owner, the County, the Conservancy, and Stewart Title Insurance Company. Cost of the surveys will be borne by the Conservancy.

4. **MONITORING**. The Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy. See Monitoring Agreement attached as "Exhibit C".

5. **APPRAISAL**. (a) The Real Property Appraisal Report prepared by Paul Herrington, ARA, dated May 18, 2023, valued the Conservation Easement One Million Ninety Thousand Dollars ($1,090,000), or approximately $10,288 per acre. This valuation was based on the surveyed acreage of 105.947 acres.

6. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about October 27, 2025, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth Grant Program, and the Conservancy, as referenced above.

7. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the New York State Department of Agriculture and Markets, and the County. If the Conservation

Easement in Exhibit B is modified prior to closing, the modified Conservation Easement must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of additional funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program grant, NYS Contract No. C00788GG (grant of $615,299 to be used toward both the purchase price and the transaction costs); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed $402,099 to be used toward the purchase price including the cost of a preemptive purchase right), and the funds of the Conservancy (an amount not to exceed $5,000 to be used toward the transaction costs).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the County, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County, or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

8. **CANCELLATION**. If the contingencies set forth in Section 7 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owner and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by April 30, 2026, the Owner may cancel this Agreement upon written notice to the Conservancy at its address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

9. **OWNER'S REPRESENTATIONS**. The Owner represents (a) that it has, and will have at the closing, the power, and if applicable, corporate authorization to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; (b) that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property; (c) that there are no uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property; (d) there are no actual impending mechanics liens against the Property; and (e) that the Owner has not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not

such condition constitutes a violation of law that would result in liability to the Owner, County or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the County and Conservancy in writing, except insofar as the Owner has advised the County and Conservancy to the contrary. Each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

10. **NO BROKERS COMMISSION**. Each of the parties represents that no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

11. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and the enforceability of the remaining provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

_____
Linda D. Fakhoury, Assistant County Attorney
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LANDOWNER
PRIMROSE HILL FARM PARTNERS, LLC

_____
By: Robert A. Schoch

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
)
) SS:

COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Robert A. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A" TO GRANT AGREEMENT
SOURCE DEEDS

EXHIBIT "B" TO GRANT AGREEMENT
CONSERVATION EASEMENT

EXHIBIT "C" TO GRANT AGREEMENT
MONITORING AGREEMENT

EXHIBIT "D" TO GRANT AGREEMENT
FINANCIAL WORKSHEET

Final Budget

EXHIBIT D to the Grant Agreement
Financial Worksheet

Landowner/Seller:	**Primrose Hill Farm Partners, LLC**
Buyer of Conservation Easement:	**Dutchess land Conservancy, Inc.**
Property Name:	**Primrose Hill Farm**
Cons. Easement Acreage:	**105.947**
Location:	**Fiddlers Bridge Rd. and Rhynders Rd.**
	Town of Clinton, Dutchess County, New York

Parties to the Transaction		
Dutchess County ("County")		$402,099
Dutchess Land Conservancy ("DLC")*		$620,299

**Funding provided by the DLC includes grant funds received from the NYS Dept. of Agriculture and Markets (C00788GG)*

Value of Purchased Development Rights:	**$967,048**
Transaction Expenses:	**$55,350.00**
Landowner Expenses:	**$126,830.00**
Total Project Budget:	**$1,149,228**

		Payment Timeline			
Expenses	Responsible Party	Amount ($)	Prior to Closing	At Closing	After Closing
Conservation Easement Acquisition Expenses					
Purchase Price	County	$402,099		X	
Purchase Price	DLC	$564,949		X	
Purchase Price	Landowner Bargain Sale	$122,952			X
Total Purchase of Dev. Rights:		**$1,090,000**			
Due Diligence/Transactional Expenses					
Title Insurance and Recording Fees	DLC	$6,350		X	
Survey	DLC	$9,000	X		
Final Appraisal	DLC	$3,000	X		
DLC Legal Fees	DLC	$6,000			X
Total Due Diligence/Transaction:		**$24,350.00**			
Stewardship Expenses					
Baseline Documentation Report	DLC	$3,000			X
Stewardship Fee	DLC	$10,000			X
Total for Stewardship:		**$13,000**			
DLC Staff Expenses					
DLC Staff costs	DLC	$18,000			X
Landowner					
NYS Transfer Tax	Landowner	$3,878		X	
	TOTAL PROJECT BUDGET:	**$1,149,228.00**			

Monitoring Agreement

MONITORING AGREEMENT

THIS AGREEMENT, made this day of , 2025, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and **DUTCHESS LAND CONSERVANCY, INC.**, with offices at 4289 Route 82, Millbrook, New York 12545 (hereinafter referred to as the "Conservancy").

WITNESSETH:

WHEREAS, the Conservancy has secured funding, which will result in the acquisition by the Conservancy of a Conservation Easement of approximately 105.947 acres of property owned by **Primrose Hill Farm Partners, LLC,** operating as Primrose Hill Farm, located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane, in the Town of Clinton, Dutchess County, New York (the "Property"), and

WHEREAS, the Conservancy has secured funds for this acquisition through the New York State Department of Agriculture and Markets and the County will provide a matching share through the Dutchess County Partnership for Manageable Growth Program.

WHEREAS, the Conservancy will hold the Conservation Easement on the Property, assuming such rights, obligations, and responsibilities as set forth therein, and the County will have third party enforcement rights pursuant to the terms of the Conservation Easement, and

WHEREAS, the Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy, and

WHEREAS, this Agreement further defines the rights, obligations and responsibilities associated with monitoring and administering the Conservation Easement,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. SCOPE OF SERVICES. The Conservancy is primarily responsible for enforcement of the Conservation Easement and for monitoring the Property in a systematic manner to ensure compliance with the terms of the Conservation Easement, as further set forth in the Conservation Easement, attached hereto and incorporated herein as "Exhibit A." The Conservancy shall provide, following the Standards and Practices established by the Land Trust Alliance, and, in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth on "Exhibit B" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services (Exhibit B) contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the conveyance of a Conservation Easement of approximately 105.947 acres owned by Primrose Hill Farm, LLC, on the Property (Dutchess County Tax Map Number 132400-6367-00-158739) to the Conservancy and shall remain in effect as long as the Conservancy holds the Conservation Easement.

3. **PAYMENT.** The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values and natural resources of the Property and promotes the use of sound agricultural practices, which will further the Conservancy's charitable purposes of preserving the natural, ecological, cultural and scenic values of Dutchess County. In recognition of the costs the Conservancy may incur in monitoring compliance with the Conservation Easement, the Conservancy has secured, at no cost to the County, a stewardship fee of $10,000.00 to defray the costs of monitoring and administering the above referenced Conservation Easement.

4. **INDEPENDENT CONTRACTOR STATUS.** The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, no federal, state or local income tax or payroll tax of any kind shall be withheld or paid by the County on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Conservancy shall have no workers' compensation or disability coverage through the County for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. **INDEMNIFICATION BY THE CONSERVANCY.** The Conservancy shall hold the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. **INDEMNIFICATION BY THE COUNTY.** The County shall hold the Conservancy harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. **INSURANCE REQUIREMENTS.** At all times during the term of this Agreement, the Conservancy shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

(a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York.

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as an additional named insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County or its officers or employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for Conservancy business. The Conservancy will ensure that all of its employees and any others discharging responsibilities pursuant to this Agreement, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold Conservation Easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c); and the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

The Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and the monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easement shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, the Conservancy agrees to transfer all records associated with this Agreement and the Conservation Easement to the County or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy and its right, title or interest therein may not be assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

14. NO FINANCIAL OBLIGATION FOR COUNTY. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation for the County to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Linda Fakhoury, Assistant County Attorney

Dutchess County Commissioner of Planning and Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, New York 12601
Attn: Eoin Wrafter, Commissioner

If to the Conservancy: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

Dutchess Land Conservancy, Inc.
PO Box 138

Millbrook, New York 12545
Attn: Rebecca E. C. Thornton, President

16. NON-WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

_____
Linda D. Fakhoury
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

_____
Eoin Wrafter
Commissioner of Planning & Development

ACCEPTED: Dutchess Land Conservancy, Inc

By: _____
Rebecca E. C. Thornton, President

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A TO THE MONITORING AGREEMENT
CONSERVATION EASEMENT

EXHIBIT B TO THE MONITORING AGREEMENT
SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

O In-person site visit and/or fly over property by aerial over flight by Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

O Aerial monitoring to occur annually, typically in the late fall to early spring when the foliage is off vegetation. Ground monitoring of the property to occur approximately once every three years. Monitoring during hunting season will be avoided.

C. Procedure

O Verify property ownership before monitoring to detect any changes.
O Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.
O Review baseline file including:
(1) Conservation Easement or Conservation Easement Summary
(2) Baseline documentation maps and photographs
(3) Existing Conditions Report
(4) Previous monitoring records

D. Ground Monitoring

O Visit property, bringing:
(1) Copy of Conservation Easement
(2) Camera
(3) Tablet/GPS Device with property details and other features loaded.
(4) Maps showing boundaries and other property features
(5) Compass, measuring tape, and fluorescent flagging
(6) Copy of report and materials from most recent ground monitoring visit
(7) Copy of the property's structure inventory and structure photos
(8) Copies of relevant correspondences
O Meet with landowner (upon request), review easement terms, answer any questions
O Inspect property:
(1) Find and walk boundaries
(2) Check trouble spots identified by prior visits, aerial imagery or correspondence
(3) Note and photograph any significant changes to the property, natural or manmade
(4) Photograph structures and take measurements when needed
(5) Write report using GPS data, photographs and observations made in the field
(6) Identify problems that merit follow-up from the Conservancy

E. Aerial Monitoring

O Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the property from the air
O Prepare flight plan

(1) Easement summary
(2) Camera, back up camera
(3) Maps showing boundaries and other property features
(4) Notebook, pens/pencils

O Note any changes/questionable areas and take photographs
O Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

O Fill out inspection form, sign and date it
O Label and file photographs as an addendum to the baseline files
O Send landowner letter summarizing findings
O Send County letter summarizing findings
O Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

O Landowner Contact – a good working relationship with the landowner is fundamental to a successful stewardship program

(1) Build a spirit of cooperation, beginning before easements are signed
(2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect
(3) Personally contact a new landowner any time land changes hands, even within the same family
(4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
(5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

O In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours or two business days of the discovery.
O The Conservancy, as lead monitor, will then notify the landowner about the violation.
O The Conservancy will try to resolve the problem through negotiation:

(1) Establish plan for restoration and set a deadline for compliance
(2) Follow up all contacts in writing, via certified mail
(3) Inspect restoration work and document compliance

O Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.

Title Report

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St, Albany, NY 12207
Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534
Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady
517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

e-mail – info@smprtitle.com — **website** – www.smprtitle.com

APPLICANT

Title Number M-082681

Nate Nardi-Cyrus
Dutchess Land Conservancy

Phone: (845)-677-3002
Fax:
Email: naten@dutchessland.org

Reference: Dutchess Land Conservancy, Inc. from Primrose Hill Farm Partners, LLC

REPORTS HAVE BEEN SENT TO

PROPERTY INFORMATION

203 Fiddlers Bridge Road, Clinton, NY
County: Dutchess Town: Clinton
Tax ID Sec. 6367 Block 00 Lot 158739

PARTIES

Owner(s): Primrose Hill Farm Partners, LLC
Buyer(s): Dutchess Land Conservancy, Inc. and Dutchess County

SERVICES

'' 'sing and Building Violation Report, Certificate of Occupancy

TITLE POLICIES

Owners Policy: $961,000.00 Easement Fee Premium: $3,513.00

Underwriter: Stewart Title Insurance Company

SMPR TITLE AGENCY, INC.

COMMERCIAL OWNER / SELLER AFFIDAVIT

Title Report issued by SMPR Title Agency, Inc., as agent

Insurer:	Stewart Title Insurance Company
SMPR Order No:	M-082681
Owner:	Primrose Hill Farm Partners, LLC
Purchaser:	Dutchess Land Conservancy, Inc. and Dutchess County
Lender:	N/A
Property:	203 Fiddlers Bridge Road, Town of Clinton, Dutchess County , NY

State of New York }
County of } ss.

_____ the undersigned (the "Deponent"), being duly sworn, deposes and says:

1. The Deponent is the _____ of the Owner of the Property described in the Title Report and as such is fully familiar with the facts and circumstances set forth herein.

2. The Owner has owned and occupied the Property, peaceably and undisturbed since _____. To my knowledge, title to the Property has never been questioned or disputed, nor insurance thereof refused. I know of no reason any other person might claim any right, title or interest in or to any portion of the Property.

3. There are no taxes, assessments, water charges or sewer rents against the Property now due and owing. Except as set forth in the Title Report, there are no unsatisfied judgments, liens, federal tax liens, state tax warrants, mechanics liens or mortgages filed against the Owner or the Property anywhere. The Owner has never been the subject of a bankruptcy proceeding.

4. There are no tenants, lessees or other persons in possession of any portion of the Property except: _____. (If Applicable). Such tenants are month-to-month or pursuant to written leases, as tenants only, unconditionally subordinated to all existing and future mortgages, for terms not in excess of _____ months without rights to renew. No lease or separate agreement contains an option to purchase or rights of first refusal.

5. Other than as set forth in the Title Report, the Owner has allowed no one to encroach on the Property, to have any easements therein, or to use any portion thereof for any purpose. There are no rights of way or common driveways running along or through the Property. The Owner has not encroached on any adjoining premises. I have no knowledge of any breach or violation of any covenants, restrictions or agreements affecting the Property.

6. (If applicable) A survey dated _____ made by _____ shows the Property as it exists today. There have been no changes to the Property that are not shown on the survey.

7. There have been no changes a) in the membership of the Owner partnership / limited liability company, or b) to its operating agreement since its formation. The person(s) executing the closing instruments are authorized to bind the Owner limited liability company.

8. If the Title Insurance Company is forwarding payment to the holder of an existing mortgage in satisfaction of the Owner's indebtedness, the Owner will pay any additional sums which may be required by such holder to obtain and record a discharge of such mortgage. The Title Insurance Company is appointed the Owner's agent for the purpose of taking any actions necessary to obtain such discharge.

9. The Owner is about to grant a Conservation Easement on the Property. There are no facts known to me relating to the title to the Property which have not been set forth in this affidavit. The Deponent makes this affidavit to induce the Title Insurance Company to insure the title free and clear of the aforesaid, knowing they are relying hereon.

Sworn to before me this _____
day of _____, _____

_____
Notary Public

_____
the Deponent

_____
print name

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

Stewart Title Insurance Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:
   A. if the fees therefore are not paid;
   B. if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
   C. when the policy shall issue provided that the failure to issue such policy is not the fault of the Company;
   D. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instrument for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

THIS REPORT IS NOT A TITLE INSURANCE POLICY!
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

IN WITNESS WHEREOF, Stewart Title Insurance Company has caused its corporate name and seal to be hereunto affixed by Its duly authorized officers on the date shown in Schedule A.

Stewart Title Insurance Company
By: SMPR Title Agency, Inc.

By: _____
Its Authorized Officer or Agent

Direct questions to: James Monahan

SMPR Order No.: M-082681

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE A

1. Effective Date: 2/19/2025
   Redated:

2. Policy or Policies to be issued:
   (a) ALTA Owners Policy – 2021

Proposed Insured:	**Dutchess Land Conservancy, Inc. and Dutchess County**	**$961,000.00**

   (b) ALTA Loan Policy – 2006

   Proposed Insured:

The following endorsements are a part of this policy:
Standard New York Endorsement

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Primrose Hill Farm Partners, LLC, a New York limited liability company acquired title by deed from Viola P. Schoch dated 10/9/1986 recorded in the Dutchess County Clerk's Office 11/6/1996 in Liber 1986 pag 260, which deed also conveys additional premises.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:
Address: 203 Fiddlers Bridge Road, Town of Clinton, County of Dutchess, NY
Section 6367 Block 00 Lot 158739

SCHEDULE A DESCRIPTION

ALL those certain pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clinton, County of Dutchess, and State of New York, which are shown on a map entitled "Survey Map of Conservation Easement on the Primrose Hill Farm" recorded at the office of the Dutchess County Clerk on _____, 2023 as Filed Map No. _____, and which are bounded and described according to said map as follows:

West Farm Parcel

Beginning at the northeast corner of the herein described parcel at a point in the westerly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,103,415.494 feet North by 668,406.547 feet East;

Thence along said Fiddler's Bridge Road,
South 26°58'42" West for 522.51 feet,
South 21°08'06" West for 252.10 feet, and
South 34°05'37" West for 55.28 feet;

Thence along the lands now or formerly of Conroad Associates, LP, described by deed recorded as Document No. 2-2019-1758,
North 4°42'48" East for 72.78 feet to an angle in a stone wall, and along said wall,
North 4°42'48" East for 227.24 feet,
North 3°53'15" East for 114.42 feet,
North 2°50'45" East for 162.49 feet, and
North 1°45'45" East for 125.90 feet to an iron rod found in a stone wall intersection;

Thence along lands now or formerly of Auspitz, described by deed recorded as Document No. 2-2018-663, following the stone wall,
North 67°45'55" East for 8.82 feet, and
North 82°12'21" East for 309.27 feet to the point or place of beginning;

FOR INFORMATION ONLY, NOT INSURED: Containing 2.379 acres.

East Farm Parcel

Beginning at the corner of a stone wall marking the northeast corner of the herein described parcel located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,
South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,
South 4°13'57" East for 138.53 feet,
South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,
South 7°52'46" East for 174.14 feet to a point in said wall;

Thence along the aforementioned lands of Schimmelpfennig, following said wall,
South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,
South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
South 7°42'21" East for 108.34 feet, and
South 9°09'26" East for 49.58 feet to a point in said wall;

LEGAL DESCRIPTION

Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696 of Deeds at page 859, following said wall,
South 5°23'06" East for 105.09 feet,
South 7°57'21" East for 326.97 feet,
South 5°55'46" East for 142.50 feet to the south end of said wall, and
South 12°15'11" East for 41.39 feet to an iron rod found;
Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-385,
North 88°53'08" West for 523.70 feet to a point at the west end of a stone wall, and
South 6°15'08" East for 400.39 feet to a point in a stone wall;
Thence along lands now or formerly of Seelbach LLC, described by deed recorded as Document No. 2-2002-6948, following said stone wall,
North 86°41'44" West for 208.55 feet,
North 89°58'58" West for 118.81 feet,
North 89°21'50" West for 213.54 feet, and
North 85°18'00" West for 116.89 feet to an intersection of walls;
Thence along lands now or formerly of Bowers, described by deed recorded as Document No. 2-2001-10836, following said stone wall,
North 3°22'02" East for 38.45 feet,
North 0°46'39" West for 162.79 feet to an intersection of walls, and continuing along same,
North 87°52'34" West for 323.72 feet,
South 87°30'49" West for 35.00 feet,
North 82°26'37" West for 26.69 feet,
North 87°42'17" West for 154.38 feet,
South 88°43'59" West for 42.53 feet to an intersection of walls, and continuing along same,
South 6°40'31" East for 112.44 feet,
South 8°40'37" East for 41.82 feet,
South 5°59'19" East for 102.17 feet to an iron rod found at an intersection of walls, and continuing along a stone wall,
South 82°26'40" West for 514.92 feet to an iron rod found in a wall corner;
Thence along lands now or formerly of D'Amico, described by deed recorded as Document No. 2-2001-8432, following a stone wall,
North 2°46'49" West for 327.64 feet to an intersection of walls, and continuing along same,
North 2°02'35" West for 247.20 feet,
North 3°00'47" West for 379.01 feet,
North 2°07'11" West for 231.71 feet, and
North 4°18'16" West for 84.51 feet to an iron rod found in an intersection of walls;
Thence along the easterly user boundary of Fiddler's Bridge Road, following a stone wall,
North 62°11'56" East for 126.67 feet to a point, leaving said wall and still along said road,
North 20°43'49" East for 346.80 feet to the south end of a stone wall,
North 29°26'09" East for 112.58 feet to the north end of said wall,
North 25°17'41" East for 183.82 feet, and
North 27°47'59" East for 240.51 feet;
Thence along lands now or formerly of Fiddler's Bridge, LLC, described by deed recorded as Document No. 2-2022-50564, following a stone wall,
North 80°29'26" East for 131.94 feet,
North 82°07'21" East for 401.82 feet to an intersection of walls, and continuing along same,
North 82°47'46" East for 77.52 feet and
North 80°03'53" East for 49.44 feet;

Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650, following a stone wall,
North 78°57'26" East for 45.81 feet,
North 81°58'08" East for 156.01 feet to the east end of the wall, across a wetland and stream,
North 81°30'22" East for 258.96 feet to the west end of stone wall remains,
North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,
North 81°01'05" East for 300.05 feet to the point or place of beginning;
FOR INFORMATION ONLY, NOT INSURED: Containing 93.025 acres.

West Woodlot Parcel

Beginning at an iron rod found marking the southwest corner of the herein described parcel at a point in the easterly user boundary of Seelbach Lane located at New York State Plane East Zone coordinates of 1,103,728.491 feet North by 670,064.189 feet East;
Thence along said Seelbach Lane,
North 9°10'17" East for 80.64 feet,
North 7°00'25" West for 70.38 feet to the south end of a stone wall, and along same,
North 0°57'30" West for 145.39 feet,
North 12°44'59" East for 37.62 feet;
Thence along the southwesterly user boundary of Rhynders Road, following said wall in part,
North 47°54'55" East for 16.19 feet,
North 71°07'30" East for 13.91 feet,
South 75°46'33" East for 17.24 feet,
South 37°36'10" East for 22.95 feet,
South 25°03'21" East for 128.79 feet, and
South 51°41'05" East for 242.52 feet to an iron rod found;
Thence along lands now or formerly of McCormack, described by deed recorded as Document No. 2-2018-5583,
South 79°59'45" West for 70.73 feet to the east end of a stone wall, along said wall,
South 78°18'23" West for 102.54 feet to the west end of said wall, and
South 80°10'57" West for 142.87 feet to the point or place of beginning;
FOR INFORMATION ONLY, NOT INSURED: Containing 1.184 acres.

East Woodlot Parcel

Beginning at an iron rod found marking the northwest corner of the herein described parcel at the intersection of the easterly user boundary of Seelbach Lane with the northeasterly user boundary of Rhynders Road located at New York State Plane East Zone coordinates of 1,104,163.545 feet North by 670,060.547 feet East;
Thence along lands now or formerly of Maccarriello, described by deed recorded in Liber 1311 of Deeds at page 363, along a stone wall,
North 79°20'50" East for 32.26 feet to the east end of said wall, across a wetland,
North 82°06'47" East for 287.46 feet to the west end of a stone wall, and along same,
North 81°18'53" East for 50.69 feet,
North 83°04'32" East for 162.28 feet, and
North 85°23'55" East for 32.17 feet to a point in said wall, from which an iron rod found bears North 12°57'23" East and 2.95 feet distant;

LEGAL DESCRIPTION

Thence along lands now or formerly of Bertolozzi, described by deed recorded as Document No. 2-2019-2801, along said wall,
North 85°00'02" East for 23.01 feet to the east end of said wall,
North 72°27'49" East for 44.92 feet to the west end of a stone wall, and along the same,
North 73°25'33" East for 91.07 feet to the east end of said wall,
North 73°41'04" East for 133.70 feet to the west end of a stone wall, and along same,
North 73°08'21" East for 247.34 feet to a point in said wall;
Thence along lands now or formerly of Naor, described by deed recorded as Document No. 2-2020-52431,
South 2°45'34" East for 504.05 feet to an iron rod found at the west end of a stone wall;
Thence along lands now or formerly of Hollitz, described by deed recorded as Document No. 2-2021-52608,
South 80°41'14" West for 55.01 feet to the east end of a stone wall, and along same,
South 84°22'18" West for 83.37 feet,
South 79°46'30" West for 63.27 feet,
South 83°23'12" West for 42.47 feet to the west end of said wall,
South 84°21'25" West for 193.33 feet,
South 84°58'23" West for 178.31 feet to the west end of a short section of stone wall, and
South 79°34'32" West for 98.68 feet;
Thence along the northeasterly user boundary of the aforementioned Rhynders Road,
North 70°28'12" West for 88.46 feet,
North 50°22'37" West for 103.88 feet,
North 43°16'54" West for 147.90 feet,
North 19°51'19" West for 68.42 feet,
North 39°46'13" West for 54.48 feet, and
North 52°48'58" West for 88.37 feet to the point or place of beginning;
FOR INFORMATION ONLY, NOT INSURED: Containing 9.359 acres.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – REQUIREMENTS

I. IDENTITY OF PARTIES.
Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

II. SECTION 13 OF LIEN LAW
Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS
When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE
Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

V. CONTRACT
If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

VI. PROOF OF NO OTHER NAME
oof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

VII. PERSONAL PROPERTY
Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

VIII. MARKET VALUE ENDORSEMENT – <u>APPLIES TO RESIDENTIAL OWNERS POLICY ONLY</u>
Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing below.

_____ Purchaser

_____ Purchaser

SCHEDULE B REQUIREMENTS

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:

Fee P Loan P The following are the requirements to be complied with:

1. Owner/Sellers Affidavit must be completed and submitted to this Company.

2. Mortgage set forth in Mortgage Schedule herein to be satisfied, released or subordinated to the Conservation Easement interest to be insured hereunder.

   This report does not purport to show the provisions of the Mortgage(s) shown herein or the effect of unrecorded agreements, if any, in modification thereof or balances due. Consent by the mortgagee to the sale of the premises may be required. Inquiry should be made from mortgagee respecting the status of the mortgage and all of the aforesaid.

3. The Mortgage in Mortgage Schedule herein is to be satisfied, the mortgage is held of record by private lenders. The original mortgage, note or bond and original properly executed and acknowledged Satisfaction(s) must be delivered at or prior to closing. Company will not accept a payoff letter or a verbal representation of payment or amount due.

4. FOR INFORMATION ONLY: Uncertified checks over $500.00 will not be accepted unless approved by the Company. No third party or seller's checks will be accepted in any amount.

5. **REVISED 3/6/2025-JMM:** Searches for Judgments and Federal Tax Liens have been made in the indexes on file in the County Clerk's office in which the property is located against the following:

   Names: Primrose Hill Farm Partners, LLC
   Dutchess Land Conservancy, Inc.
   Dutchess County

   Returns: None:

   Note: Judgment vs. Primrose Hill Farm Partners, LLC in prior versions of title report has expired - JMM

6. **REVISED 3/6/2025-JMM:** Primrose Hill Farm Partners, LLC, a New York limited liability company, was formed on 10/31/1996. ~~Copies of the Articles of Organization, Operating Agreement, any and all amendments thereto and a Certificate of Good Standing by Secretary of State to be supplied to this Company~~. Proof to be supplied that the transaction to be insured has been authorized in accordance with the Operating Agreement.
   Stricken Items have been provided.

7. Agreement made between Primrose Hill Partners, LLC, Donald R. Schoch. Richard H. Schoch and Robert A. Schoch dated 12/24/2012 and recorded 1/8/2013 in Document No. 02-2013-128 to be disposed of to the satisfaction of the company.

   Proposed disposition: a) provide at closing a termination of the agreement for recording or b) provide at closing a release and consent to the Conservation Easement Interest to be insured for recording.

SCH B § 1 ITEMS TO BE DISPOSED OF

SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:

Fee P Loan P The following are the requirements to be complied with:

8. **OMITTED 3/6/2025-JMM:** ~~Tax Lot does not conform to record description which is the remaining parcel of 96.358 acres set forth in the deed to the certified owner after the conveyance of the 10.042 acres parcel in the deed to another party. No title will be insured in and to any lands not forming a part of the 96.358 acres set forth in the deed to the certified owner.~~

9. Interest to be insured hereunder is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 2
EXCEPTIONS:

Fee P Loan P

The policy or policies to be issued will contain exceptions to the following (unless the same are disposed of to the satisfaction of this Company):

1. Rights of tenants or persons in possession, if any.

2. Water and Sewer Rents, if any. Municipal department charges, if any, not returned to county tax enforcing officer for collection.

3. **OMITTED 3/20/2023-JMM:** Subject to any state of facts that an accurate survey would show.

4. **OMITTED 3/20/2023-JMM:** Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.

5. **OMITTED 3/20/2023-JMM:** Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.

6. No title is insured to any land lying in the bed of any public street, avenue, road or highway abutting, adjoining, passing through or crossing the premises herein.

7. **REVISED 3/20/2023-JMM:** Policy excepts riparian rights and easements of others in, to and over streams and swamp areas, but Policy does not insure any riparian rights or easements in favor of the owner of the premises herein.

8. **ADDED 3/20/2023-JMM:** Survey dated 11/27/2022, revised 12/12/2022 made by Kirk K. Horton shows the following exceptions to coverage:

   (a) Utility lines with poles shown on and crossing premises.
   (b) For Information Only: NYS DEC Wetland shown on premises.

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

PRIVATE MORTGAGESMPR TITLE AGENCY, INC., ("SMPR") requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE

1. The payoff letter must be provided to SMPR **5 days prior** to closing;
2. The payoff check must include **5 additional days of interest**, plus weekends and holidays;
3. The payoff check must be in compliance with the payoff letter; and
4. The payoff amount must be verified by the SMPR closer or employee **at or prior to closing**;
5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.

MORTGAGE SCHEDULE

ONE-PRIVATE MORTGAGE

Mortgage in the amount of $995,000.00 given by Primrose Hill Farm Partners, LLC to Viola P. Schoch, Donald R. Schoch and Richard H Schoch whose interests are as provided in the note dated 12/24/2012 recorded on 1/8/2013 in the Office of the County Clerk, Dutchess County, New York in Document No. 01-2013-301.

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land $886,900
Total $1,348,000

SCHOOL DISTRICT: Hyde Park CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $398,204 (C/T/S)
EXEMPTION: FOREST LAND **CODE**: 47460 **AMOUNT:** $294,760 (C/T/S)

ASSESSED TO: Primrose Hill Farm Partners LLC; Richard Schoch

ASSESSED AS: 203 Fiddlers Bridge Road

PROPERTY CODE & TYPE: 240 – Rural Residence

ACRES OR DIMENSIONS: 108.70 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of Clinton

SWIS CODE: 132400

SBL OR GRID NO.: Section 6367 Block 00 Lot 158739-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)
UPDATED 2/28/2025 (KMA)

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $11,348.57 (includes Exemption Savings of $12,005.68) **PAID 10/15/2024**
*School Tax Bill Attached.

2025 General Tax (Period 1/1-12/31, Due 1/1)
Full Tax $3,899.00 (includes Exemption Savings of $2,786.70) **PAID 2/26/2025**
*Property Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

TAX & OTHER SEARCHES

Collection: **School 2024**

Fiscal Year Start: 7/1/2024 **Fiscal Year End:** 6/30/2025 **Warrant Date:** 8/8/2024

Total Tax Due (minus penalties & interest) $0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
10/21/2024	10/15/2024	$11,348.57	$11,348.57	$0.00	$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
000761	132400	6367-00-158739-0000	Payment Posted

Address	Municipality	School
203 Fiddlers Bridge Rd	Hyde Park CSD	HYDE PARK

Owners

Primrose Hill Farm

Partners Llc
Richard Schoch
32 Sunset Circle
Lititz, PA 17543

Property Information

Roll Section: 1
Property Class: Rural res
Lot Size: 108.70

Assessment Information

Full Market Value: 1348000.00
Total Assessed Value: 1348000.00
Uniform %: 100.00

Exemption	Amount
AG In Dist	398204.00
FOREST LAN	294760.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
School Taxes	70786506	3.7000	655036.000	17.32511100	$11,348.57

Total Taxes: $11,348.57

Mail Payments To:
Donna Kuklis, Tax Collector
PO Box 2033, Hyde Park, NY 12538 ~ hpcsdschooltax@hpcsd.org

Collection: **Town & County 2025**

Fiscal Year Start: 1/1/2025 **Fiscal Year End:** 12/31/2025 **Warrant Date:** 12/18/2024

Total Tax Due (minus penalties & interest) $0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
2/26/2025	2/26/2025	$3,899.00	$3,899.00	$0.00	$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
001689	132400	6367-00-158739-0000	Payment Posted

Address	Municipality	School
203 Fiddlers Bridge Rd	Town of Clinton	Hyde Park CSD

Owners

Primrose Hill Farm
Partners Llc
Richard Schoch
32 Sunset Circle
Lititz, PA 17543

Property Information		Assessment Information	
Roll Section:	1	**Full Market Value:**	1348000.00
Property Class:	Rural res	**Total Assessed Value:**	1348000.00
Lot Size:	108.70	**Uniform %:**	100.00

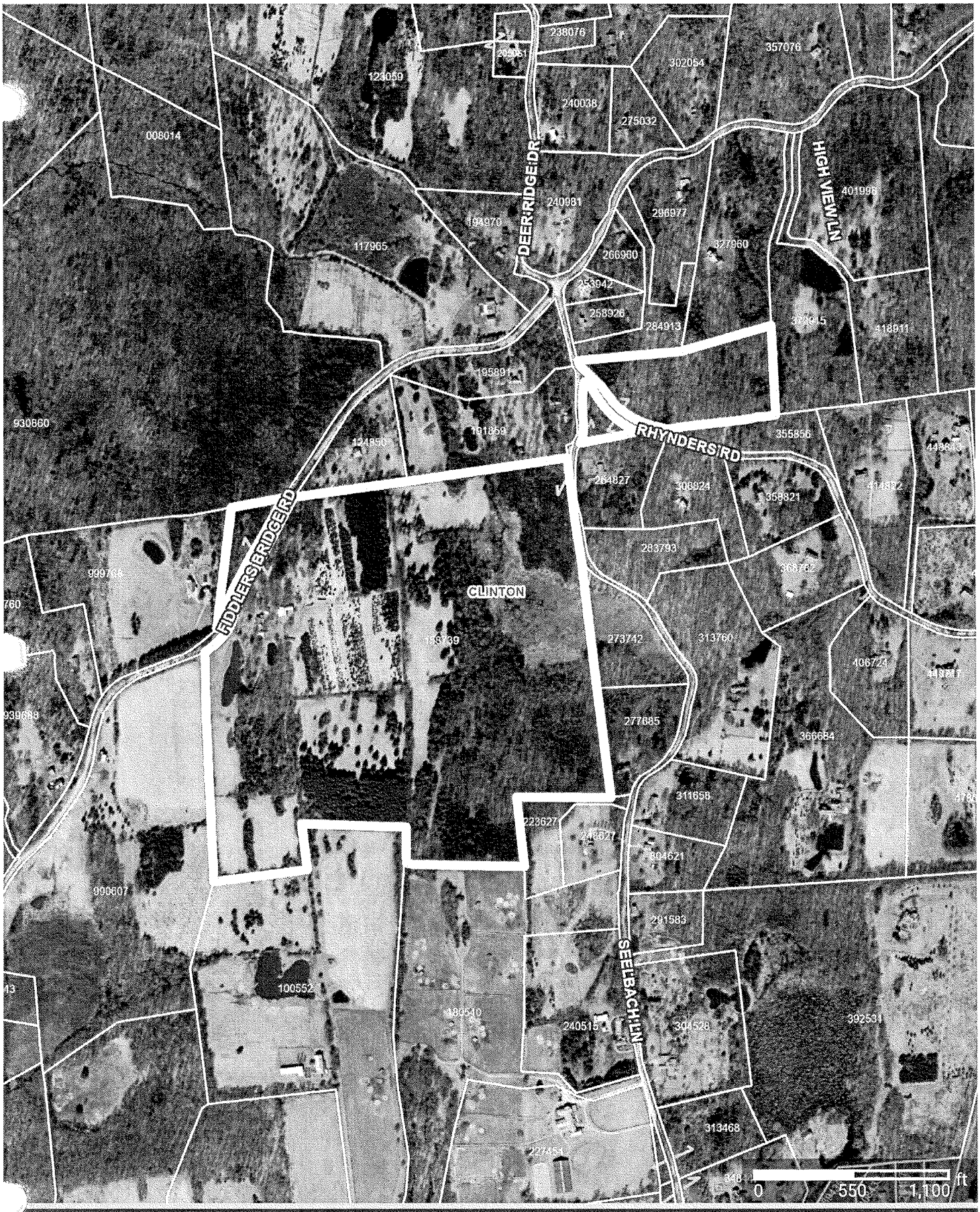
Exemption	Amount
FOREST LAN	294760.00
AG In Dist	398204.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
County Tax	102108559	2.8000	655036.000	2.16914600	$1,420.87
Town Tax	2009258	4.9000	655036.000	1.71977500	$1,126.51
Clinton Comm Library	154800	3.3000	655036.000	0.13249700	$86.79
West Clinton Fire	653286	12.7000	1348000.000	0.93830100	$1,264.83

Total Taxes: $3,899.00

Estimated State Aid - Type	Amount
County	112605652.00
Town	571652.00

Mail Payments To:
Tax Collector
Town of Clinton
1215 Centre Road Rhinebeck, NY 12572



Dutchess County
New York

6367-00-158739
Dutchess County, NY

Printed By:
ParcelAccess

ParcelAccess
3/20/2023

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. The searches will not be insured and the company assumes no liability for the accuracy thereof. The searches will not be continued to the date of closing.

Certificate of Occupancy: Attached.

Housing and Building Violations: Attached.

Street Report: Fiddlers Bridge Road as a public street.

Fire Department: NOT AVAILABLE.

TAX & OTHER SEARCHES

Building Department
TOWN OF CLINTON
1215 Centre Road
Rhinebeck, NY 12572
(845) 266-5704 X115 (845) 266-5748 – Fax

February 16, 2022

Amilia Waterson
50 Chapel St
Albany NY 12207

RE: Order No. M-082681
Grid #6367-00-158739
Primrose Hill Farm Partners LLC
203 Fiddlers Bridge Road

Dear Ms. Waterson:

Attached, the main dwelling on the property was built circa 1854 at a time when building permits were not required. It predates the zoning. The other structures on the property were also built prior to zoning (1850, 1940, 1900).

Building Permit no. BP-2019-6901 (Ground Mounted Solar Panel) is still open and is in violation. Please contact the Building Department to start the process in closing the permit out.

Fiddlers Bridge Road is maintained by the Town.

No physical inspection was made.

Sincerely,

Michael Cosenza
Building Inspector

Application No. PA-2019-05-09-03

Permit No. BP-2019-6901

TOWN OF CLINTON DUTCHESS COUNTY
(845) 266-5704

Location: Fiddlers Bridge Rd
Tax Grid No: 6367-00-158739-0000

Building Permit

(This permit must be kept on the premises with one set of approved plans and specifications until full completion of the work authorized.)

No. BP-2019-6901

Issue Date 05/09/2019
Expiration Date: 05/09/2021

Permission is hereby granted to
Primrose Hill Farm
32 Sunset Circle

Lititz, PA 17543

FOR:

9.8 kW DC/ 7.6 kW AC Ground Mounted SES
per PB approval 5-7-19

Note: check PB approval before the CC issuance

At premises located at: 203 Fiddlers Bridge Rd

pursuant to above numbered application, and plans and specifications approved by the Superintendent of Buildings.

Cost of Construction: $29,823.76
Fee: $169.47

Louis Fiorese, Building Inspector

Not Valid Unless Signed By Designated Town Official

Other Permits / Approvals

Driveway Permit--County/Town & Dutchess County Health Dept--- Well and Septic

Form: Permit/File: ClintBP.frm/Print: Building Permit

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St, Albany, NY 12207
518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534
Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady
36 Remsen St, Ballston Spa, NY 12020
Ph 518-885-8700 / Fax 518-884-2564

e-mail – titles@smprtitle.com — **website** – www.smprtitle.com

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of SMPR Title Agency, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on a title order application or other forms.
- Information about you and / or any of your transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal in ıation will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal Information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

[redacted]

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

HERMAN H TIETJEN ESQ
60 EAST MARKET STREET
P.O. BOX 201
RHINEBECK NY 12572-0201

RECORDED: 11/06/96

AT: 13:58:42

COUNTY CLERK: #7839

RECEIVED FROM: HERMAN TIETJEN

GRANTOR: SCHOCH VIOLA P
GRANTEE: PRIMROSE HILL FARM PARTNERS LLC

RECORDED IN: DEED
INSTRUMENT TYPE:

TAX
DISTRICT: CLINTON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 66.00

NUMBER OF PAGES: 8

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #002003

E & A FORM: Y

TP-584: Y

COUNTY CLERK BY: JJF /_____
RECEIPT NO: R55143
BATCH RECORD: C00239

WILLIAM L. PAROLI, JR.
County Clerk

DUTCHESS COUNTY SEAL

N.Y. Deed - Covenant against grantor and lien covenant

THIS INDENTURE, made on October 9, 1996,

BETWEEN VIOLA P. SCHOCH, residing at Fiddlers Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580

party of the first part, and

PRIMROSE HILL FARM PARTNERS, LLC, a limited liability corporation organized and existing under the laws of the State of New York, and having its principal place of business at Fiddlers Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580,

party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE ($1.00) DOLLAR, actual consideration, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, and said party of the second part's heirs, successors and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF WOOD LAND situate in the Town of Clinton, Dutchess County, New York, bounded and described as follows:

BEGINNING at a heap of stones on a rock at the corner of the 700-acre lot and at an angle of Albert Cookingham farm and running thence along the said Albert's line North 57° West 4 chains 79 links to a stake; thence North 2° 30' East 8 chains 20 links to a stake and stones at the southwest corner of a farm owned by Abraham LeRoy; thence North 78° 45' East 5 chains 42 links to a heap of stones on said LeRoy's south line; thence South 5° West 11 chains 90 links to the place of beginning, containing four acres two rods and twenty-four perches be the same more or less.

AND ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, and bounded and described as follows: BEGINNING at a stake and stones standing on the east side of the road that leads from Wittenburgh to lands formerly owned by Henry Sleight; thence North eighty-five degrees East seven chains and seventy-four links to a stake and stones; thence North nine degrees and thirty minutes East six chains and fifty links to a stake and stones; thence South eighty-five degrees West nine chains to the aforesaid road to a stake and stones; thence South

along the said road to the place of beginning, containing five acres of land, be the same, more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows: BEGINNING at the Northwest corner of the lot hereby conveyed at a rock oak tree and runs thence North eighty-one degrees thirty minutes, East seven chains ninety-four links to a stone set in the West side of a ditch; thence South six degrees thirty minutes West seven chains sixty three links to the butment of a wall in John Dederick's North line; thence along said Dederick's North line North eighty-eight degrees thirty minutes West nine chains thirteen links to the southwest corner of Michael Cookingham's lot; thence along the east line of said lot North nineteen degrees thirty minutes East six chains fifty links to the place of beginning, containing five acres and three rods of land be the same more or less.

ALSO, ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND situate in the Town, County and State aforesaid and bounded and described as follows: BEGINNING at the southeast corner of the same and at the northeast corner of Frederick C. Filkins' farm at a stake and stones, and runs thence North 81 degrees 30' West 7 chains and 99 links to a stake and stones near a sapling marked; thence South 01 degree East 6 chains and 8 links to a walnut tree marked; thence North 81 degrees and 30 minutes West 10 chains and 7 links to a stake and stones; thence North 6 degrees and 45 minutes East 3 chains and 12 links to the junction of two walls; thence North 81 degrees and 30 minutes West 8 chains and 83 links to the junction of two walls; thence North 30 minutes West 8 chains and 54 links to the junction of two walls; thence North 86 degrees West 6 chains and 35 links to the junction of two walls; thence North 10 degrees and 15 minutes East 17 chains and 5 links to the junction of two fences; thence North 88 degrees and 15 minutes East 29 chains and 10 links to a stake and stone in the road; thence South 01 degrees and 15 minutes East 28 chains and 86 links to the place of beginning, containing 84 acres, 2 rods and 18 perches of land, be the same more or less.

ALSO, ALL THAT CERTAIN FARM OF LAND in the Town of Clinton in said County of which Joseph LeRoy deceased, died seized, bounded and described as follows, viz.: BEGINNING at a large chestnut tree standing in the south line of the farm owned by Abraham LeRoy known as the William Frost farm and running thence as the magnetic needle now points North 88 degrees East 11 chains to the junction of two walls; thence North 88 degrees and 30 minutes East 6 chains and 23 links to the junction of two walls; thence South 10 degrees and 15 minutes West 17 chains and 5 links to the junction of two walls; thence South 85 degrees East 6 chains and 35 links to a chestnut tree; thence South 30 minutes

East 13 chains and 68 links to the junction of two walls; thence South 89 degrees West 23 chains and 95 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and 61 links to a point two and one-half feet southwest of the North barpost; thence North 24 degrees and 45 minutes East 11 chains and 69 links to a stone heap on a ledge of rocks; thence North 57 degrees West 4 chains and 79 links to a stake driven into the earth; thence North 01 degree and 45 minutes West 8 chains and 20 links to a stake and stones; thence North 78 degrees and 45 minutes East 23 chains and 76 links along a line of marked trees to a stake and stones; thence North 72 degrees East 54 links to the place of beginning, containing 115 acres 3 rods and 31 perches of land. Excepting therefrom, however, that portion of said above described premises which were conveyed by Michael Cookingham and Abigail, his wife, to Edmund Sheriger by deed dated April 17, 1854, and recorded in the Dutchess County Clerk's Office on the 2nd day of May, 1854, in Liber 101 of Deeds at page 515, which said premises are therein described as follows: All that certain piece parcel or lot of land situate in the Town, County and State aforesaid and bounded and described as follows, to wit: BEGINNING at a heap of stones on a rock at the southeast corner of wood lot sold about one year ago by the said Michael Cookingham to Philip D. Cookingham and running thence along the east line of said wood lot North 5 degrees East 11 chains and 90 links to a stake and stones on the south line of a farm owned by Abraham LeRoy; thence along said line North 78 degrees and 45 minutes East 5 chains and 70 links to a stake and stones; thence South 36 degrees and 30 minutes East 9 chains and 41 links to a bolt driven in a rock; thence North 88 degrees East 8 chains and 60 links to the junction of two walls; thence North 06 degrees West 09 chains and 96 links to a chestnut tree on said LeRoy's South line; thence North 88 degrees East 11 chains; thence North 88 degrees and 30 minutes East 06 chains and 23 links to a junction of two fences; thence South 10 degrees and 15 minutes West 11 chains and 62 links to the middle of the road leading from the said Cookingham's to Hyde Park; thence along the middle of the same South 76 degrees West 01 chain 11 links; thence South 04 degrees and 30 minutes, West 19 chains and 44 links to A.S. Lent's North line; thence South 89 degrees West 16 chains and 20 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and sixty links to a stake and stones; thence North 24 degrees and 45 minutes East 11 chains and 69 links to the place of beginning, containing 91 acres and 33 perches of land, be the same more or less, the said Michael Cookingham having reserved to himself, his heirs and assigns, a right of way to and from a wood lot owned by the said Michael Cookingham adjoining the farm of the said LeRoy for the purpose of drawing wood and timber from the same.

This conveyance is made subject to any and all covenants, easements, conditions and restrictions of record.

BEING THE SAME AND ENTIRE PREMISES conveyed by deed of Emil H. Schoch and Viola P. Schoch to Viola P. Schoch dated December 4, 1986, and recorded in the Dutchess County Clerk's Office on January 21, 1987, in Liber 1734 of Deeds at page 878.

SEE, ALSO, a more recent description of the premises conveyed herein, attached hereto as Schedule A, and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, said party of the second part's heirs, successors and assigns forever.

AND the party of the first part covenants that said party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND that in compliance with Section 13 of the New York Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set hand and seal the day and year first above written.

IN THE PRESENCE OF:

Viola P. Schoch

VIOLA P. SCHOCH

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On this 9th day of October, 1996, before me personally appeared VIOLA P. SCHOCH, ("Subscriber") to me personally known and known to me to be the same person(s) described in and who executed the within Instrument, and said Subscriber acknowledged to me that said Subscriber executed the same.

Elizabeth L Lynch
Notary Public

ELIZABETH L. LYNCH
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Oct. 17, 19 96

RECORD AND RETURN TO:

HERMAN H. TIETJEN, ESQ.
60 East Market Street
P.O. Box 201
Rhinebeck, NY 12572-0201

cl:schocded.doc

Cleared 10/25/96 2:00:15

Schedule "A" (2 pages)

All that parcel of land situate in the Town of Clinton, County of Dutchess and the State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road said point marking the Westerly line of the herein described parcel and the Easterly line of lands now or formerly Miller (see F.M. # 6946), running thence Easterly North 76°-26'-00" East 78.85 feet to a point in range with a stonewall on the Northerly side of Fiddlers Bridge Road, running the Northerly and crossing said road and running along a stonewall in part and along the Easterly line of said Miller North 18°-47'-53' East 346.64 feet, North 17°-58'-20" East 114.42 feet, North 16°-55'-50" East 162.49 feet, North 15°-50'-50" East 125.90 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of lands now or formerly Walsh, running thence along the same in part and along the Southerly line of lands now or formerly Leigh and along the Southerly line of lands now or formerly Mayer and along stonewall and or wire fence, North 78°-18'-00" East 6.00 feet, South 83°-34'-00" East 219.00 feet, South 84°-28'-00" East 61.60 feet, South 88°-19'-00" East 33.70 thence crossing the aforementioned Fiddlers Bridge Road , South 80°-02' 40" East 69.65 feet, South 85°-48'-25" East 103.37 feet, South 83°-45'-55" East 255.19 feet, South 83°-30'-15" East 231.49 feet, South 85°-20'-25" East 49.25 feet, South 84°-59'-20" East 242.37 feet, South 84°-28'-50" East 187.56 feet, South 82°-48'-50" East 162.37 feet and South 84°-53'-50" East 300.05 feet to wall corner marking the Easterly line of the herein described parcel and the Westerly line of lot 12 F.M. # 7402, running thence Southerly along the same and along the Westerly line of Seelbach Lane in part, South 07°-04'-50" West 70.64 feet, South 06°-04'35" West 308.81 feet, South 06°-12'-30" West 174.15 feet, South 09°-10'-40" West 71.49 feet, South 04°-02'-55" West 86.59 feet, South 08°-08'-05" West 420.36 feet, South 06°-22'-55" West 108.35 feet and South 04°-55'-50" West 49.58 feet to a point marking the Westerly line of lot 11 F.M. # 7402, running thence along the same and along a stonewall South 08°-42'-10" West 105.10 feet, South 06°-07'-55" West 327.00 feet, South 08°-09'-30" West 142.51 feet and South 01°-50'-05" West 41.39 feet to a point marking the Northerly line of lot 1 F.M.# 7783, running thence along the Northerly and Westerly Line of said lot 1 North 74°-47'-58" West 523.74 feet and South 07°-50'-02" West 404.10 feet to a point marking the Northerly line of lands now or formerly Seelbach, see F.M. # 7783, running thence along the same and along a stonewall, North 71°-08'-35" West 119.39 feet, North 73°-45'-35" West 145.10 feet, North 75°-24'-31" WEst 139.83 feet, North 75°-18'-23" West 105.17 feet, North 72°-55'-37" West 105.58 feet and North 69°-21'-28" West 43.08 feet to a wall corner marking the Northerly line of the aforementioned Miller see F.M. # 6946, running thence along the same and along a stonewall

North 15°-01'-00" East 69.88 feet, North 13°-39'-40" East 130.91 feet, North 74°-17'-00" West 205.70 feet, North 73°-23'-00" West 318.40 feet, North 75°-00'-50" West 59.44 feet, South 06°-42'-00" West 151.74 feet, South 07°-49'-50" West 106.49 feet, North 83°-27'-56" West 515.07 feet, North 11°-15'-00" East 327.80 feet, North 12°-12'-00" East 143.60 feet , North 11°-20'-00" East 437.70 feet and North 11°-43'-00' East 273.83 feet and North 10°-19'-40" East 113.00 feet to the point or place of beginning.

Containing 96.358 acres of land mote or less.

Also all that parcel of land known as the "Woodlot" bounded and describws as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (liber 1432, page 378 parcel 2) and the Southerly line of lands now or formerly Walsh, running thence Southerly along the Westerly line of lands now or former of said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01° 05'-00" West 149.00 feet, and South04°-02'-00" East62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, runnig thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 48.00 feet, North 61°-52'-00" WEst 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 87°-05'-40" East 195.91 feet, North 83°-49'-20" East 127.80 feet, North 85°-29'-20" East 157.68 feet, North 86°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point or place of beginning.

Containing 10.042 acres of land more or less.

Dutchess County Clerk Recording Page

Record & Return To :

HERMAN H TIETJEN ESQ
60 EAST MARKET ST
PO BOX 201
Rhinebeck, NY 12572

Date Recorded : 01/08/2013
Time Recorded : 3:05:00

Document # : 02 2013 128

Received From : HERMAN H TIETJEN

Grantor : PRIMROSE HILL FARM PARTNERS LLC
Grantee : SCHOCH DONALD R

Recorded In : Deed
Instrument Type : AGMT

Tax District : Clinton

Examined and Charged As Follows :

Recording Charge :	$75.00
Transfer Tax Amount :	$0.00
Transfer Tax Number :	#2503
Red Hook Transfer Tax :	
E & A Form: N	
TP-584 : Y	

Number of Pages : 6

*** Do Not Detach This Page
*** This Is Not A Bill

County Clerk By : cni / _____
Receipt # : R1390
Batch Record : B37

Bradford Kendall
County Clerk

022013128

1103 67
79
75

AGREEMENT

THIS AGREEMENT, made December 24th, 2012, between **Primrose Hill Farm Partners, LLC,** with a business address at 3778 Broadway Drive, Cincinnati, OH 45208 (the "Company") and **Donald R. Schoch,** having an address at 3778 Broadway Drive, Cincinnati, OH 45208, and **Richard H. Schoch,** having an address at 31 White Church Road, Brocktondale, NY 14817 and **Robert A. Schoch,** having an address at 32 Sunset Circle, Lititz, PA 17543 ("Unit holders").

WHEREAS, Unit Holders each have proportional ownership in Company; and

WHEREAS, Company is desirous of providing to each Unit Holder, individually and not as a group, the right to purchase from Company the real property described in this Agreement, if and when, Company elects to sell or otherwise transfer its interest in said described real property;

NOW, THEREFORE in consideration of their mutual covenants, and agreements the respective parties agree as follows:

1. The real property owned by Company which is the subject of this Agreement is located at 203 Fiddlers Bridge Road, Town of Clinton, Dutchess County, New York, tax grid no. 132400-6367-00-158739, and more particularly described as follows:

All that parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road, said point marking the westerly line of the herein described parcel and the easterly line of lands now or formerly Miller (see F.M. #6946), running thence easterly North 76 deg. 26' 00" East 78.85 feet to a point in range with a stonewall on the northerly side of Fiddlers Bridge Road, running thence northerly and crossing said road and running along a stonewall in part and along the easterly line of said Miller North 18 deg. 47' 53" East 346.64 feet, North 17 deg. 58' 20" East 114.42 feet, North 16 deg. 15' 50" East 162.49 feet, North 15 deg.50' 50" East 125.90 feet to a wall corner marking the northerly line of the herein described parcel and the southerly line of lands now or formerly Walsh, running thence along the same in part and along the southerly line of lands now or formerly Leigh and along the southerly line of lands now or formerly Mayer and along stonewall and/or wire fence, North 78 deg. 18' 00" East 6.00 feet, South 83 deg. 34' 00" East 219.00 feet, South 84 deg. 28' 00" East 61.60 feet, South 88 deg. 19' 00" East 33.70 feet, thence crossing the aforementioned Fiddlers Bridge Road, South 80 deg. 02' 40" East 69.65 feet, South 85 deg. 48' 25" East 103.37 feet, South 83 deg. 45' 55" East 255.19 feet, South 83 deg. 30' 15" East 231.49 feet, South 85 deg. 20' 25" East 49.25 feet, South 84 deg. 59' 20" East 242.37 feet, South 84 deg. 28' 50" East 187.56 feet, South 82 deg. 48' 50" East 162.37 feet and South 84 deg. 53' 50" East 300.05 feet to wall corner marking the

easterly line of the herein described parcel and the westerly line of lot 12 F.M. #7402, running thence southerly along the same and along the westerly line of Seelbach Lane in part, South 07 deg. 04' 50" West 70.64 feet, South 06 deg. 04' 35" West 308.81 feet, South 06 deg. 12' 30" West 174.15 feet, South 09 deg. 10' 40" West 71.49 feet, South 04 deg. 02' 55" West 86.59 feet, South 08 deg. 08' 05" West 420.36 feet, South 06 deg. 22' 55" West 108.35 feet and South 04 deg. 55' 50" West 49.58 feet to a point marking the westerly line of Lot 11 F.M. #7402, running thence along the same and along a stonewall South 08 deg. 42' 10" West 105.10 feet, South 06 deg. 07' 55" West 327.00 feet, South 08 deg. 09' 30" West 142.51 feet and South 01 deg. 50' 05" West 41.39 feet to a point marking the northerly line of Lot 1 F.M. #7783, running thence along the northerly and westerly line of said Lot 1 North 74 deg. 47' 58" West 523.74 feet and South 07 deg. 50' 02" West 404.10 feet to a point marking the northerly line of lands now or formerly Seelbach, see F.M. #7783, running thence along the same and along a stonewall, North 71 deg. 08' 35" West 119.39 feet, North 73 deg. 45' 35" West 145.18 feet, North 75 deg. 24' 31" West 139.83 feet, North 75 deg. 18' 23" West 105.17 feet, North 72 deg. 55' 37" West 105.58 feet and North 69 deg. 21' 28" West 43.08 feet to a wall corner marking the northerly line of the aforementioned Miller see F.M. #6946, running thence along the same and along a stonewall North 15 deg. 01' 00" East 69.88 feet, North 13 deg. 39' 40" East 130.91 feet, North 74 deg. 17' 00" West 205.70 feet, North 73 deg. 23' 00" West 318.40 feet, North 75 deg. 00' 50" West 59.44 feet, South 06 deg. 42' 00" West 151.74 feet, South 07 deg. 49' 50" West 106.49 feet, North 83 deg. 27' 56" West 515.07 feet, North 11 deg. 15' 00" East 327.80 feet, North 12 deg. 12' 00" East 143.60 feet, North 11 deg. 20' 00" East 437.70 feet and North 11 deg. 43' 00" East 273.83 feet and North 10 deg. 19' 40" East 113.00 feet to the point or place of beginning. Containing 96.358 acres of land, more or less. AND. ALSO a 10.042 acre parcel, tax grid NO. 6367-00-158739-0001

BEING a portion of the premises conveyed by Viola P. Schoch to Primrose Hill Farm Partners, LLC, by deed dated October 9, 1996, and recorded in the Dutchess County Clerk's Office on November 6, 1996, in Liber 1986 of Deeds at page 260.

2. The Company hereby grants to Unit Holders, for which no monetary consideration is paid to the Company, individually, a right of first purchase in the real property as set forth in Paragraph 1, above, on the terms and conditions contained herein:

(a) The right of refusal in each of the Unit Holders shall terminate upon the death of a Unit Holder, or January 1, 2038, which ever occurs first.;

(b) If Company elects to sell or otherwise transfer the real property described in Paragraph 1, above, or any part thereof, to a third party other than Robert A. Schoch, Company shall advise each Unit Holder of same and at that time provide to each Unit Holder a fair market appraisal of the said real property made by a qualified appraiser having an MAI certification with experience in valuation of real property in Dutchess County, New York, no less than Ninety (90) days prior to the making of the election.

(c) Upon receipt of notice of intention to sell or otherwise transfer to a third party other than Robert A. Schoch, by the Company, if any Unit Holder desires to

exercise his or her right of first refusal, said Unit Holder may commission a fair market value appraisal to be made by a qualified appraiser having an MAI certification, with experience in valuation of real property in Dutchess County, New York, said commission to be made within Thirty (30) days from the receipt of notice and said appraisal to be completed within an additional (30) days after the making of the commission.

(d) If the appraisals made by each party(ies) demonstrate a valuation difference which is less than ten (10) per cent from each other, the parties agree that the sales price shall be the average of the two appraisals (the individual appraisals are to be added together and then divided by (2)); if the difference in value between the two appraisals is greater than the (10) per cent, the parties shall first attempt to have the individual appraisers arrive at an agreed value, and if none can be arrived at, the parties shall engage a third independent appraiser holding an MAI certification with experience in valuation of real property in Dutchess County, New York, to establish a fair market value; the parties shall then disregard the appraisal which deviates more than ten (10%) per cent from the other appraisals and average the remaining two appraisals together to arrive at an average price/value.

(e) Once a price is arrived at, the parties shall enter into a contract for the sale and purchase of the real property, which contract shall provide for the ability of the purchasing party to obtain mortgage financing on reasonable terms, within 60 days of arriving at an agreed price, with a closing not to exceed 90 days from the date of arriving at an agreed price.

(f) This Agreement shall survive the sale or transfer of the membership interests of the Unit Holder.

(g) If any of the Unit Holders elects not to exercise his rights under this Agreement, or otherwise fails to close in accordance with the terms of this Agreement after exercising his right, the Unit Holder shall provide to Company a release of their right of purchase to be given in such form sufficient to be recordable on the real property records of the Dutchess County Clerk's Office.

(h) If more than one Unit Holder elects to exercise his rights under this Agreement, then such Unit Holders shall take title proportionally as tenants in common, absent agreement to take title in a different manner.

3. All notices to be required to be given to any party herein shall be given by use of facsimile or electronic mail addressed to the party's last known facsimile number or electronic mail address AND by regular first class mail, postage paid, through the United States Postal service addressed to the party's last known address. Each party herein shall advise the other parties of their most current facsimile, electronic mail and postal address.

4. The parties acknowledge that no monetary consideration has been exchanged between them.

5. This agreement may be executed in counterparts.

The parties have subscribed this Agreement on the day and date written opposite their name.

Primrose Hill Farm Partners, LLC

By D Schoch
Authorized Member

Richard H. Schoch, Member

D. Schoch
Donald R. Schoch, Member

Robert A. Schoch, Member

STATE OF OHIO
SS:
COUNTY OF Hamilton

On December 27th 2012, before me the undersigned, personally appeared **Donald R. Schoch, managing member of Primrose Hill Farm Partners, LLC,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan G. Waters
Notary Public

NOTARIAL SEAL STATE OF OHIO

Susan G. Waters
Notary Public, State of Ohio
My Commission Expires 08-15-2016

STATE OF OHIO
SS:
COUNTY OF Hamilton

On December 27th 2012, before me the undersigned, personally appeared **Donald R. Schoch,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

NOTARIAL SEAL STATE OF OHIO

Susan G. Waters
Notary Public, State of Ohio
My Commission Expires 08-15-2016

acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF Tompkins

On December 28th 2012, before me, the undersigned, personally appeared **Richard H. Schoch,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BYRON E. BARRETT
Notary PUBLIC-STATE OF NEW YORK
No. 01BA6110488
Qualified in Tompkins County
Commission Expires August 1, 201

STATE OF ~~PENNSYLVANIA~~ NEW YORK

SS:

COUNTY OF Dutchess

On December 24 2012, before me, the undersigned, personally appeared **Robert A. Schoch** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JOHN R. MARVIN
Notary Public, State of New York
No. 01MA6215508
Qualified in Dutchess County
Commission Expires April 6, 2014

R+R to:

HERMAN H. TIETJEN, Esq.
60 EAST MARKET ST.
P.O. BOX 201
RHINEBECK, N.Y. 12572

Dutchess County Clerk Recording Page

Record & Return To :

HERMAN H TIETJEN
60 EAST MARKET ST
PO BOX 201
RHINEBECK , NY 12572-0201

Date Recorded : 01/08/2013
Time Recorded : 3:07:00

Document # : 01 2013 301

Received From : HERMAN H TIETJEN

Mortgagor : PRIMROSE HILL FARM PARTNERS LLC
Mortgagee : SCHOCH VIOLA P

Recorded In : Mortgage
Instrument Type :

Tax District : Clinton

Examined and Charged As Follows :

Recording Charge :	$130.00
Mortgage Amount :	$995,000.00
Mortgage Type :	1-2 Family Residence
Mortgage Tax County :	$4,975.00
Mortgage Tax MTA Share :	$2,955.00
1-6 Family :	$2,487.50
Mortgage Tax Local :	$0.00
Total Tax :	$10,417.50
Serial Number :	DD7139
Affidavit :	N

Number of Pages : 18

*** Do Not Detach This Page
*** This Is Not A Bill

County Clerk By : cni /
Receipt # : R1391
Batch Record : B38

Bradford Kendall
County Clerk

012013301

703 18P
130-5
10417
10547

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated December 24, 2012, together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." **PRIMROSE HILL FARM PARTNERS, LLC**, whose address is c/o Robert Schoch 32 Sunset Circle, Lititz, PA 17543, sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." VIOLA P. SCHOCH (VPS), DONALD R. SCHOCH (DRS) AND RICHARD H. SCHOCH (RHS) whose interests are as provided in the Note, and whose addresses are as follows: VPS - 3778 Broadway Drive, Cincinnati, OH 45208, (DRS) 3778 Broadway Drive, Cincinnati, OH 45208, and (RHS) 31 White Church Road, Brocktondale, NY 14817

will be called "Lender."

(D) "Note." The note signed by Borrower and dated **December 24, 2012** will be called the "Note." The Note shows that I owe Lender **Nine-hundred ninety-five Thousand and 00/100 Dollars (U.S. $995,000.00)** plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by **February 1, 2023.**

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(H) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify] _____
☐ 1-4 Family Rider	☐ Biweekly Payment Rider.	

(I) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(J) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(K) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items."** Those items that are described in Section 3 will be called "Escrow Items."

(M) **"Miscellaneous Proceeds."** "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in, Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(N) **"Mortgage Insurance."** "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment."** The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(P) **"RESPA."** "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at Fiddlers Bridge Road, Staatsburg, NY 12580,

This Property is in Town of Clinton, Dutchess County. It has the following legal description:

All that parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road, said point marking the westerly line of the herein described parcel and the easterly line of lands now or formerly Miller (see F.M.

#6946), running thence easterly North 76 deg. 26' 00" East 78.85 feet to a point in range with a stonewall on the northerly side of Fiddlers Bridge Road, running thence northerly and crossing said road and running along a stonewall in part and along the easterly line of said Miller North 18 deg. 47' 53" East 346.64 feet, North 17 deg. 58' 20" East 114.42 feet, North 16 deg. 15' 50" East 162.49 feet, North 15 deg.50' 50" East 125.90 feet to a wall corner marking the northerly line of the herein described parcel and the southerly line of lands now or formerly Walsh, running thence along the same in part and along the southerly line of lands now or formerly Leigh and along the southerly line of lands now or formerly Mayer and along stonewall and/or wire fence, North 78 deg. 18' 00" East 6.00 feet, South 83 deg. 34' 00" East 219.00 feet, South 84 deg. 28' 00" East 61.60 feet, South 88 deg. 19' 00" East 33.70 feet, thence crossing the aforementioned Fiddlers Bridge Road, South 80 deg. 02' 40" East 69.65 feet, South 85 deg. 48' 25" East 103.37 feet, South 83 deg. 45' 55" East 255.19 feet, South 83 deg. 30' 15" East 231.49 feet, South 85 deg. 20' 25" East 49.25 feet, South 84 deg. 59' 20" East 242.37 feet, South 84 deg. 28' 50" East 187.56 feet, South 82 deg. 48' 50" East 162.37 feet and South 84 deg. 53' 50" East 300.05 feet to wall corner marking the easterly line of the herein described parcel and the westerly line of lot 12 F.M. #7402, running thence southerly along the same and along the westerly line of Seelbach Lane in part, South 07 deg. 04' 50" West 70.64 feet, South 06 deg. 04' 35" West 308.81 feet, South 06 deg. 12' 30" West 174.15 feet, South 09 deg. 10' 40" West 71.49 feet, South 04 deg. 02' 55" West 86.59 feet, South 08 deg. 08' 05" West 420.36 feet, South 06 deg. 22' 55" West 108.35 feet and South 04 deg. 55' 50" West 49.58 feet to a point marking the westerly line of Lot 11 F.M. #7402, running thence along the same and along a stonewall South 08 deg. 42' 10" West 105.10 feet, South 06 deg. 07' 55" West 327.00 feet, South 08 deg. 09' 30" West 142.51 feet and South 01 deg. 50' 05" West 41.39 feet to a point marking the northerly line of Lot 1 F.M. #7783, running thence along the northerly and westerly line of said Lot 1 North 74 deg. 47' 58" West 523.74 feet and South 07 deg. 50' 02" West 404.10 feet to a point marking the northerly line of lands now or formerly Seelbach, see F.M. #7783, running thence along the same and along a stonewall, North 71 deg. 08' 35" West 119.39 feet, North 73 deg. 45' 35" West 145.18 feet, North 75 deg. 24' 31" West 139.83 feet, North 75 deg. 18' 23" West 105.17 feet, North 72 deg. 55' 37" West 105.58 feet and North 69 deg. 21' 28" West 43.08 feet to a wall corner marking the northerly line of the aforementioned Miller see F.M. #6946, running thence along the same and along a stonewall North 15 deg. 01' 00" East 69.88 feet, North 13 deg. 39' 40" East 130.91 feet, North 74 deg. 17' 00" West 205.70 feet, North 73 deg. 23' 00" West 318.40 feet, North 75 deg. 00' 50" West 59.44 feet, South 06 deg. 42' 00" West 151.74 feet, South 07 deg. 49' 50" West 106.49 feet, North 83 deg. 27' 56" West 515.07 feet, North 11 deg. 15' 00" East 327.80 feet, North 12 deg. 12' 00" East 143.60 feet, North 11 deg. 20' 00" East 437.70 feet and North 11 deg. 43' 00" East 273.83 feet and North 10 deg. 19' 40" East 113.00 feet to the point or place of beginning. Containing 96.358 acres of land, more or less.

Also all that parcel of land known as the "Woodlot" bounded and describes as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (liber 1432, page 378 parcel 2) and the Southerly line of lands now or formerly Walsh, running thence Southerly along the Westerly line of lands now or former of said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01° 05'-00" West 149.00 feet, and South04°-02'-00" East62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, runnig thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 40.00 feet, North 61°-52'-00" WEst 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 87°-05'-40" East 195.91 feet, North 83°-49'-20" East 127.80 feet, North 85°-23'-20" East 157.68 feet, North 80°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point or place of beginning.

Containing 10.042 acres of land more or less.

BEING a portion of the premises conveyed by Viola P. Schoch to Primrose Hill Farm Partners, LLC, by deed dated October 9, 1996, and recorded in the Dutchess County Clerk's Office on November 6, 1996, in Liber 1986 of Deeds at page 260.

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my

Primrose Hill Farm Partners, LLC

_____ (Seal

Robert A. Schoch, Managing member-Borrower

STATE OF NEW YORK SS:

COUNTY OF DUTCHESS

On Dec. 24 2012, before me, the undersigned, personally appeared **Robert A. Schoch Managing Member of Primrose Hill Farm Partners, LLC** personally known to me or proved to me on the basis of satisfactory evidence to be the individual] whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

JOHN R. MARVIN
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires: 2014

R & R

Herman H. Tietjen, Esq.

Tietjen Law Office

60 E. Market Street

PO Box 201

Rhinebeck, NY 12572

Title Curatives

Paul Quartararo, Esq., PLLC
3278 Franklin Avenue, Suite 5
PO Box 65
Millbrook, NY 12545
(845) 605-1355
March 28, 2025

Mr. David Behm
Farmland Protection Program Manager
New York State Department of Agriculture and Markets
1OB Airline Drive
Albany, New York 12235

Re: NYSDAM FPIG Contract No. C00788GG
203 Fiddler's Bridge Road, Clinton, #6367-00-158739 – 105.947 acres
Primrose Hill Farm, LLC. ("Owner") to Dutchess Land Conservancy, Inc. (DLC)

Dear Mr. Behm:

This letter has been prepared to explain requirements and exceptions set forth in the title commitment for this transaction, being SMPR Title Agency Commitment Number M-082681.

I have been retained to assist in the preparation of this project file. Please note that this letter and the comments provided herein have been reviewed by Erin Hoagland, Director of Conservation at the Dutchess Land Conservancy, who is also serving as project manager for this transaction.

The legal description for the property is based on a survey of the property prepared for this transaction which have been reviewed by SMPR Title Agency, Inc. and incorporated into the title report.

Below, please review comments and explanations in relation to the requirements (Schedule B, Section I) and exceptions (Schedule B; Section II) of the title commitment.

Schedule B, Section 1 ("Matters to Be Disposed Of") contains nine items, all of which will be complied with and/or omitted at closing:

Items 1 is a standard closing requirement pertaining to completion of affidavit by owners/sellers which will be provided by the landowner at closing.

Items 2 and 3. Private Mortgage in the amount of $995,000.00 dated 12/24/2012 and recorded on 1/8/2013 in the Office of the County Clerk, Dutchess County New York to be satisfied prior to or at the closing.

Item 4. Standard closing requirement regarding payment with certified checks.

Item 5. Revised 3/6/25 and will be omitted as part of the stub search in at closing. The judgment against Primrose Hill Farm Partners, LLC has expired.

Item 6. Revised 3/6/2025 Standard closing requirement to provide corporate documentation including articles of organization, operating agreement, members consent, and certificate of good standing. All of which will be provided prior to closing.

Item 7. Agreement made between Primrose Partners, LLC, Donald R. Schoch. Richard H. Schoch and Robert A. Schoch dated 12/24/2012 and recorded 1/8/2013 to be disposed of to the satisfaction of the title company. A termination of the agreement for recording or a release and consent to the Conservation Easement Interest to be insured for recording will be provided prior to or at the closing.

Item 8. Omitted 3/6/2025

Item 9. Interest to be insured hereunder is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

Schedule B, Section 2 ("Exceptions") contains eight items, some of which are standard exceptions, and some of which will be disposed of prior to closing.

Items 1 and 2. Standard closing requirement regarding rights of tenants and water and sewer rents if any.

Items 3 and 4. Omitted 3/20/2023

Item 5. Omitted 3/20/2023

Item 6. Standard exception of any land lying in the bed of any public street, avenue, road or highway abutting adjoining or passing through or crossing the premises.

Item 7. Revised 3/20/2023 Standard exceptions regarding riparian rights and easements of others in, to and over any stream.

Item 8. Added 3/20/2023 to reference survey for the property dated 11/27/2022 and revised 12/12/2022 by Kirk K. Horton with standard exceptions for utility lines and poles, and wetlands.

I would like to confirm that it is the intention of all parties that all of the closing requirements in Schedule B of the title commitment will be dealt with and omitted either at, or prior to closing. Please don't hesitate to contact me or the project manager, Erin Hoagland, with any questions. Erin Hoagland can be reached by phone at 845-677-3002, or email at erinh@dutchessland.org.

Sincerely,

Paul Quartararo

CC: Erin Hoagland, Dutchess Land Conservancy, Inc.

Appraisal

REAL ESTATE APPRAISAL REPORT OF *PRIMROSE HILL FARM*

105.95 +/- ACRES

203 FIDDLERS BRIDGE ROAD
TOWN OF CLINTON
DUTCHESS COUNTY, NY

AS OF MAY 18, 2023



COMPLETED BY:
PAUL HERRINGTON, ARA
FARM CREDIT EAST ACA
JUNE 27, 2023

FARM CREDIT EAST, ACA

June 27, 2023

Dutchess Land Conservancy, Inc.
Attn: Erin Hoagland
4289 Route 82, P.O. Box 138
Millbrook, NY 12545

Re: Appraisal report of the Primrose Hill Farm property, located at 203 Fiddlers Bridge Road in the Town of Clinton, Dutchess County, New York.

Dear Ms. Hoagland:

In accordance with your request, I have inspected and appraised the above referenced Property (the subject property of this report) for a potential conservation easement acquisition. The purpose of this Restricted Appraisal Report is to provide an opinion of market value, as defined herein, of the proposed easement area before placement of the easement and opinions of value as if the easement is in place. **The potential easement is a HYPOTHETICAL CONDITION, which is defined as: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Reliance on this condition may have affected the assignment results.** The difference between the estimates of value is the effect of the conservation easement on the before market value. The intended users of this appraisal are the Dutchess Land Conservancy, Inc. and the owners (Primrose Hill Farm Partners, LLC). The intended use is to negotiate a purchase of the development rights. **The valuation date is May 18, 2023 (the date of inspection).**

The property appraised is 105.95 acres. This is based on the 2022 survey map in this report. The subject includes one tax parcel on one deed, with frontage on Fiddlers Bridge Road, Seelbach Lane and Rhynders Road. This is a Christmas tree farm with some fields now used for hay. Improvements include an 1800s house and several barns or garages.

The property has been valued "as is", as if encumbered by a conservation easement (Scenario 1), and as if encumbered by a conservation easement and a Preemptive Purchase Right (Scenario 2).

It is my opinion that the market values of the Subject Property are as follows:

	Scenario 1	***Scenario 2***
"Before Easement" Value	*$1,800,000.00*	*$1,800,000.00*
"After Easement" Value	*$1,218,000.00*	*$ 710,000.00*
Easement Value	*$ 582,000.00*	*$ 1,090,000.00*

The value of the PPR is $508,000 ($1,218,000 minus $710,000).

The values established are based on the definition of market value contained herein, subject to the assumptions and limiting conditions found in the accompanying report.

You have also requested an estimate of the easement's impact on any contiguous property owned by the donor or the donor's family. Treasury Regulation 1.170A-14(h)(3)(i) provides that if a perpetual easement is donated by a taxpayer over land contiguous or near to unencumbered land owned by the taxpayer or the "donor's family" the appraiser must consider any enhancement in value attributable to such properties when estimating the value of an easement donation.

In this case, there is no evidence of other area parcels owned by Primrose Hill Farm Partners, LLC or members of the Schoch family. In the absence of such ownership there can be no enhancement created by the easement.

The hypothetical conservation easement, upon which the value estimate is predicated, appears to be "usual and typical" in scope. A copy of the proposed easement is attached. It is important to note that the value and assumptions made are subject to a final conservation easement and may be changed. Any changes to the easement may also change the opinion of value. The portions of the easement having the most effect on value are quoted or summarized as follows:

- Subdivision will be prohibited
- There will be a 6-acre Split Farmstead Area, with one part including the existing buildings and the other part in a wooded area at the south end of the property
- About 74 acres are the Farm Area and 25.886 acres (on the east side of the largest section) is the Resource Protection Area
- Within the Farmstead Area there can be one principal residence not to exceed 4,000 sf Footprint Area and two accessory residences (guest/tenant/farm manager) not to exceed 1,500 sf Footprint Area each, with no limit on number accessory apartments or farm labor housing
- Mining and excavation are prohibited other than excavation for new construction

We appreciate being asked to serve you in this important matter. If you require additional information, please feel free to call or write at your convenience.

Very truly yours,

FARM CREDIT EAST APPRAISAL SERVICE

Paul Herrington

Paul Herrington, ARA
NY Certified General Appraiser #46000049250, expires 9/21/24

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CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge & belief:

- Paul Herrington, ARA, made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. **The effective date of this appraisal is May 18, 2023 which is also the date of inspection.**
- The statements of facts contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no association with this customer in any lending or financial services relationship.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- No one else provided significant professional assistance to the persons signing this report.
- I have performed the following services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: real estate appraisal.
- The analyses, opinions, and conclusions are not based on a minimum valuation, a specific valuation, or approval of a loan amount.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards for Professional Appraisal Practice (USPAP)* and the *American Society of Farm Managers & Rural Appraisers.*
- Past experience includes appraisals of this property type and purpose.
- As of the date of this report, Paul Herrington has completed the continuing education requirements of the State of New York and the *American Society of Farm Managers & Rural Appraisers*.

It is my opinion that the market value of the Subject Property, as of the effective date of appraisal (May 18, 2023) is:

$ 1,800,000.00 – "as is", with only typical encumbrances
$ 1,218,000.00 – "as if encumbered" by a conservation easement
$ 710,000.00 – "as if encumbered" by a conservation easement and a Preemptive Purchase Right

Respectfully Submitted on 6/27/2023:

Paul Herrington

Paul Herrington, ARA
NY Certified General Appraiser #46000049250, expires 9/21/24

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Parcel Identification:	**Primrose Hill Farm**
Type of Property:	Christmas Tree Farm
Property Address:	203 Fiddlers Bridge Road
Town/County/State:	Town of Clinton, Dutchess County, NY
Owners of Record:	Primrose Hill Farm Partners, LLC
Deed References:	1986/260 (see copy attached)
Date of Deed:	October 9, 1996 (and recorded November 6, 1996)
Ownership History:	The 1996 deed was an intrafamily transfer for -0- consideration. There have been no recent transfers or sale listings.
Tax Map Number:	6367-00-158739
Assessed Value:	$ 1,292,000 (full market value as per the assessors is the same)
Property Summary:	106.4 acres as per the deed description. It is in 4 sections that are split by town roads, with the vast majority in one large block that includes all of the improvements. The majority of the property is wooded, with about 20% now used for Christmas trees or hay. There are areas of Federal (NWI) wetlands and NYS DEC wetlands, mainly on the east side of the largest section. These don't have all that much impact on value. There are no class A flood zones. Views are mostly of the subject itself, with area views to the north and west from the highest spot – these would be enhanced with clearing. Physical access is a bit limited overall. Improvements include an 1800s Colonial and several barns or garages, all on the west side of the largest block. There are two ponds and about 13 acres are enclosed by deer fencing.
Zoning:	AR5 (Very Low Density Agricultural Residential): this requires at least 5 acres per lot. "By right" uses include single family residences, plus agriculture and related uses and a few others. Part of the property is also subject to a Ridgeline Protection Area Overlay. This regulates structures on lands that are 500' or more above sea level. As per the zoning code these do not affect single family residences and agricultural uses.
Date of Value Estimate:	May 18, 2023 (The Date of Inspection)
Opinions of Market Value:	**$ 1,800,000.00 – "as is", with only typical encumbrances** **$ 1,218,000.00 – "as if encumbered" by a conservation easement** **$ 710,000.00 – "as if encumbered" by a conservation easement and a Preemptive Purchase Right**

SCOPE OF WORK FOR THE APPRAISAL

The Scope of Work section is intended to clarify key appraisal issues and to summarize the amount and type of information researched and the analysis applied in the assignment. Scope of Work includes, but is not limited to the following:

- The degree to which the property is inspected or identified;
- The extent of research into physical or economic factors that could affect the property;
- The extent of data research; and
- The type and extent of analysis applied to arrive at opinions or conclusions.*

Site and Improvement Descriptions – Paul Herrington inspected the subject property on May 18, 2023 and previously on June 7, 2021. At both times a walkover of the property was conducted, photographs were taken, and various maps were obtained and reviewed, including USDA-FSA & NRCS aerial maps.

Assessments, tax rates, tax maps, and the legal description were obtained from the Dutchess County Clerk's office in Poughkeepsie and/or from their public website. Zoning information was obtained from the Town of Clinton website.

Area and Neighborhood Analysis - The immediate area surrounding the subject property was inspected to determine the characteristics of the neighborhood. Demographic and other pertinent county information was obtained through various local and county sources.

Reporting Format - This is an Appraisal Report prepared in conformity to the *Uniform Standards of Professional Appraisal Practice (USPAP),* with appraisal guidelines issued by NYS Department of Agriculture & Markets.

Valuation Analysis - A conservation easement is a partial interest in real property. In areas where easement programs are well established, there will frequently be an adequate number of comparable sales of conservation easements to support a direct market comparison. In the subject area the market for such easements is not established, with very few sales of purchased easements. The development rights interest is therefore valued indirectly through the "Before" and "After" method of appraisal. Under this method, the value of the property after imposition of the easement is deducted from the value of the property before imposition of the easement. The result is the indicated value of the partial interest. The valuation in this appraisal is the effect of the conservation easement on the subject property.

The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered in this assignment. The sales comparison approach was completed in both "before easement" and "after easement" scenarios. This approach was considered the only reliable indicator of value of the three approaches for this appraisal and therefore was the only one developed. The cost approach was not completed because the buildings are older and suffer from significant depreciation – the cost approach would not be relevant in this assignment.

* Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) 258.

SCOPE OF WORK FOR THE APPRAISAL...Cont'd.

Valuation Analysis (cont'd.) - An income approach was not completed even though this is an active farm and could be rented. Properties like the subject are highly dependent on the decisions and ability of the owner/operator and there is a lack of sales with rental information from which to develop a capitalization rate. Based on market evidence, the property has a value above its agricultural value, even with the easement in place. Accordingly, an income approach would not be meaningful in this assignment.

Market Data Analysis - Data on comparable sales was obtained by researching comparable properties in the subject market area, sold from 2020 to the effective date of this appraisal. All sales have been externally inspected during this or previous appraisal assignments. Transfer data was obtained via Farm Credit sales registers, local assessors, real estate brokers, multiple listing services, and the County Office of Real Property Services (ORPS). All sales were verified by public records and individuals or agencies familiar with the sale, when available.

The purpose of the field research was to collect market data to establish the feasibility and relative reliability of the approaches to value. Adequate sales for both the "before easement" and "after easement" values were available in the subject's Mid-Hudson Valley Regional area. All of the general and specific data collected for analysis in this appraisal assignment has been researched and verified prior to utilization in accordance with *USPAP*, and standards of the *American Society of Farm Managers and Rural Appraisers*.

Environmental Conditions - No environmental site assessment data was available for the subject property. During the inspection of the property, no significant environmental issues were noted.

The values estimated are predicated on the assumption that there is no detrimental environmental contamination on or in the property or in such proximity thereto that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired. This report is subject to revision should any such contamination be shown to exist on or around the subject property.

Appraisal Contacts - Numerous parties or agencies were contacted as part of this appraisal assignment. Particulars on property sales and various maps were obtained from the County Office of Real Property Services. Several local realtors were contacted for real estate market information. Various county and regional sources provided economic, employment, and other factual data for the area & neighborhood analysis.

SCOPE OF WORK FOR THE APPRAISAL...Cont'd.

Competency Disclosure: - I have extensive experience in appraisal and analysis of a wide variety of agricultural, rural residential, conservation easement, and commercial properties in the general area of this appraisal assignment. I have been appraising properties similar to the subject property in the Hudson Valley Region for over 17 years.

I have had comprehensive educational training, and I'm currently a State Certified General Real Estate Appraiser in the State of New York. I also hold the ARA (Accredited Rural Appraiser) designation awarded by the *American Society of Farm Managers and Rural Appraisers*. ***In 2014 I completed a comprehensive Appraising Conservation Easements training seminar and in 2016 I attended a seminar on IRS Conservation Easement Appraisal Rules.***

Given your appraiser's experience and education related to this appraisal assignment, no additional steps were considered necessary to comply with the competency requirements of USPAP and FIRREA.

Hypothetical Conditions/Extraordinary Assumptions – The opinion of value is predicated on the conservation easement (draft) document included in the Appraisal Appendix of this report. The subject property will be entirely encumbered by the easement. The notable features of the easement that have an effect on value are summarized as follows:

- The primary purpose of the easement is to conserve viable agricultural land by preventing the conversion of the property to non-farm uses. In achieving such prevention, the property shall be forever reserved for continued agricultural use.
- The property shall be used solely for agricultural, recreational, and forestry uses. Commercial uses of the property shall be limited to commercial agricultural use, commercial forestry use, and rural enterprises that are consistent with the purposes of the conservation easement. No institutional or industrial use of the property is permitted.
- The property will have two (2) Farmstead Areas, one encompassing the existing improvements and a smaller one to the south. One single family principal residence (now existing) and two accessory residences shall be permitted in the Farmstead Areas. The primary residence must have a footprint of 4,000 square feet or less. Accessory residences must have a footprint of 1,500 square feet or less. Accessory apartments are allowed in any permitted building in the Farmstead Areas. Customary appurtenant structures such as garages, sheds, swimming pools, etc., shall be contained within the Farmstead Areas. Farm Labor Housing is allowed in the Farmstead Areas with a maximum footprint of 1,500 square feet or less per unit. Agricultural structures are allowed in the Farmstead Areas, and in the Farm Area subject to Impervious Surface coverage limits.
- Two cabins are allowed in the Farmstead Areas for short-term rental, each with a maximum footprint of 500 square feet or less.
- There shall be no surface or subsurface mining or quarrying on the property.
- No subdivision of the property is permitted, other than for minor lot line adjustments which do not create additional building lots.

DEFINITIONS & TERMINOLOGY

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

   The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

USPAP is the acronym commonly used to refer to "The Uniform Standards of Professional Appraisal Practice". These are the federally regulated standards which appraisers must adhere to regarding all facets of the appraisal process.

Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at the estimated market value on the effective date of the appraisal. Exposure time is always assumed to precede the effective date of the appraisal. As part of the appraisal analysis the reasonable exposure time for the subject property is estimated to be 6-9 months.

Marketing time is an estimate of the amount of time it takes to sell a property interest at the estimated market value conclusion during the period after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of the date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser has considered market factors external to this appraisal report. As part of the appraisal analysis the reasonable marketing time for the subject property is estimated to be 6-9 months.

[1] The Appraisal of Real Estate, Appraisal Institute, Eleventh Edition, Page 23.



Appraisal Terms:

Bundle of rights theory: "The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights."[2]

Extraordinary assumption: "An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis."[3] An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

Fee simple estate: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[4]

Hypothetical condition: " A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. [5] A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

Jurisdictional Exception, a provision in USPAP, is defined as: "An assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment. (USPAP, 2006 ed.)."[6] The Jurisdictional Exception Rule of USPAP states that only the "part of USPAP that is contrary to law or public policy is to be void and of no force or effect in that jurisdiction."

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[2] Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 37.
[3] USPAP, 2020-2021 Edition (c. The Appraisal Foundation), page 4.
[4] Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 113.
[5] USPAP, 2020-2021 Edition (c. The Appraisal Foundation), page 4.
[6] Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 154.

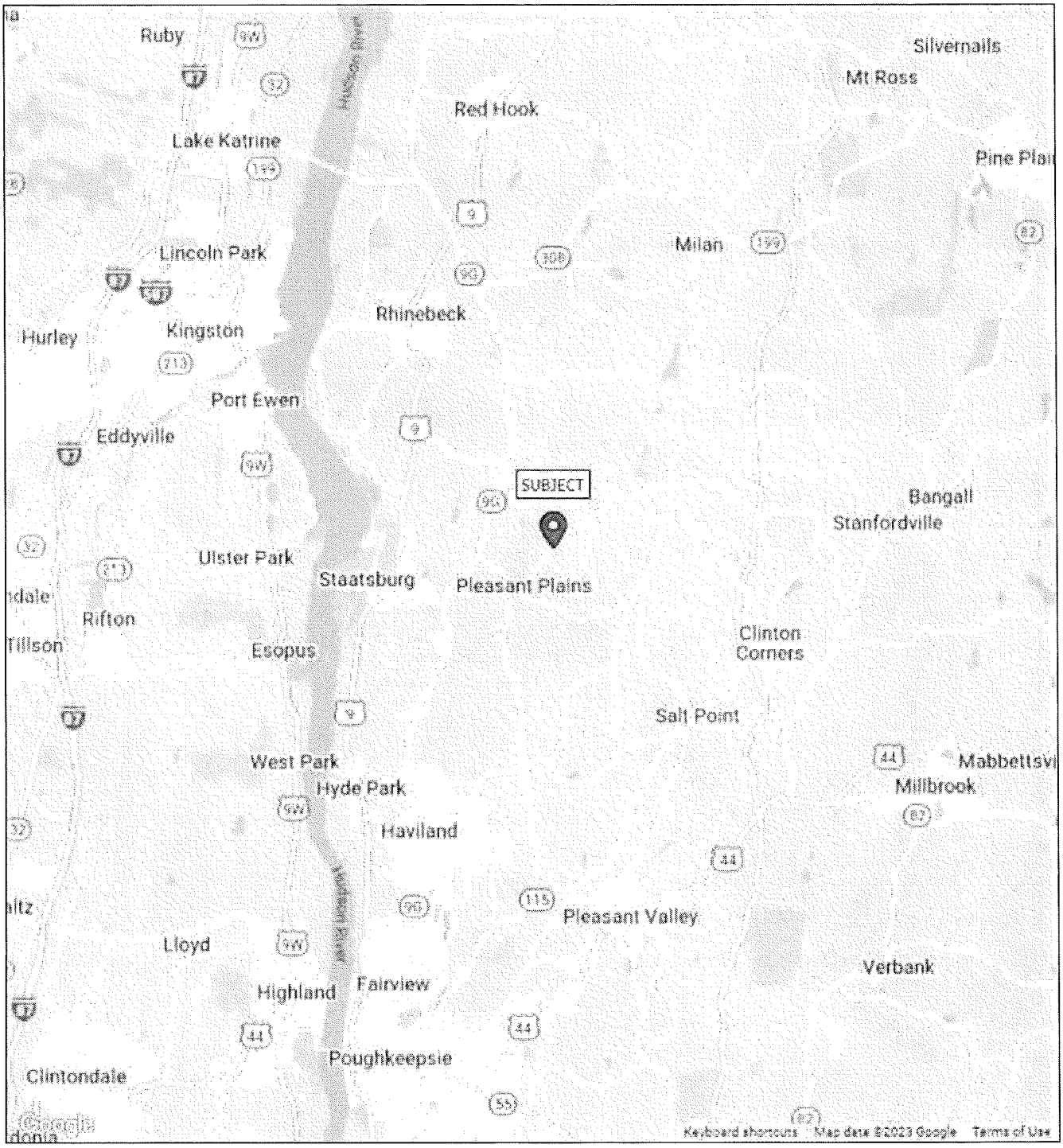
SUMMARY OF APPRAISAL PROBLEMS

This section identifies the specific appraisal problems that have been encountered by the appraiser. Some of these problems have already been identified in the "Scope of Work" section. Considering the type of property involved, the number of appraisal problems is relatively limited, summarized as follows:

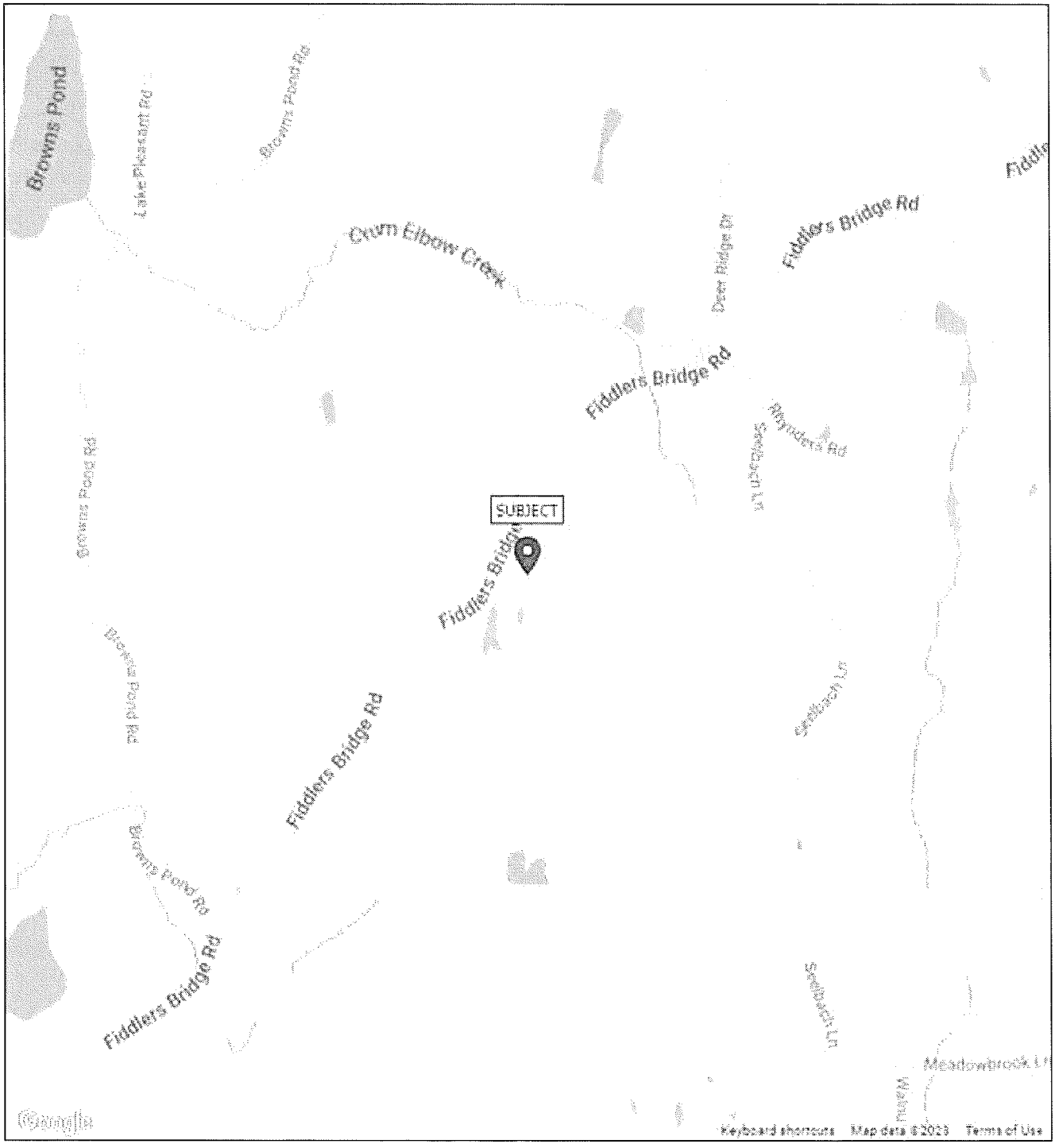
- Analysis of the subject's neighborhood
- Determination of highest and best use
- Research for the most applicable comparable sales
- Analysis of significant differences between the comparable sales and the subject property
- Arriving at the final opinion of value

PROPERTY DESCRIPTION

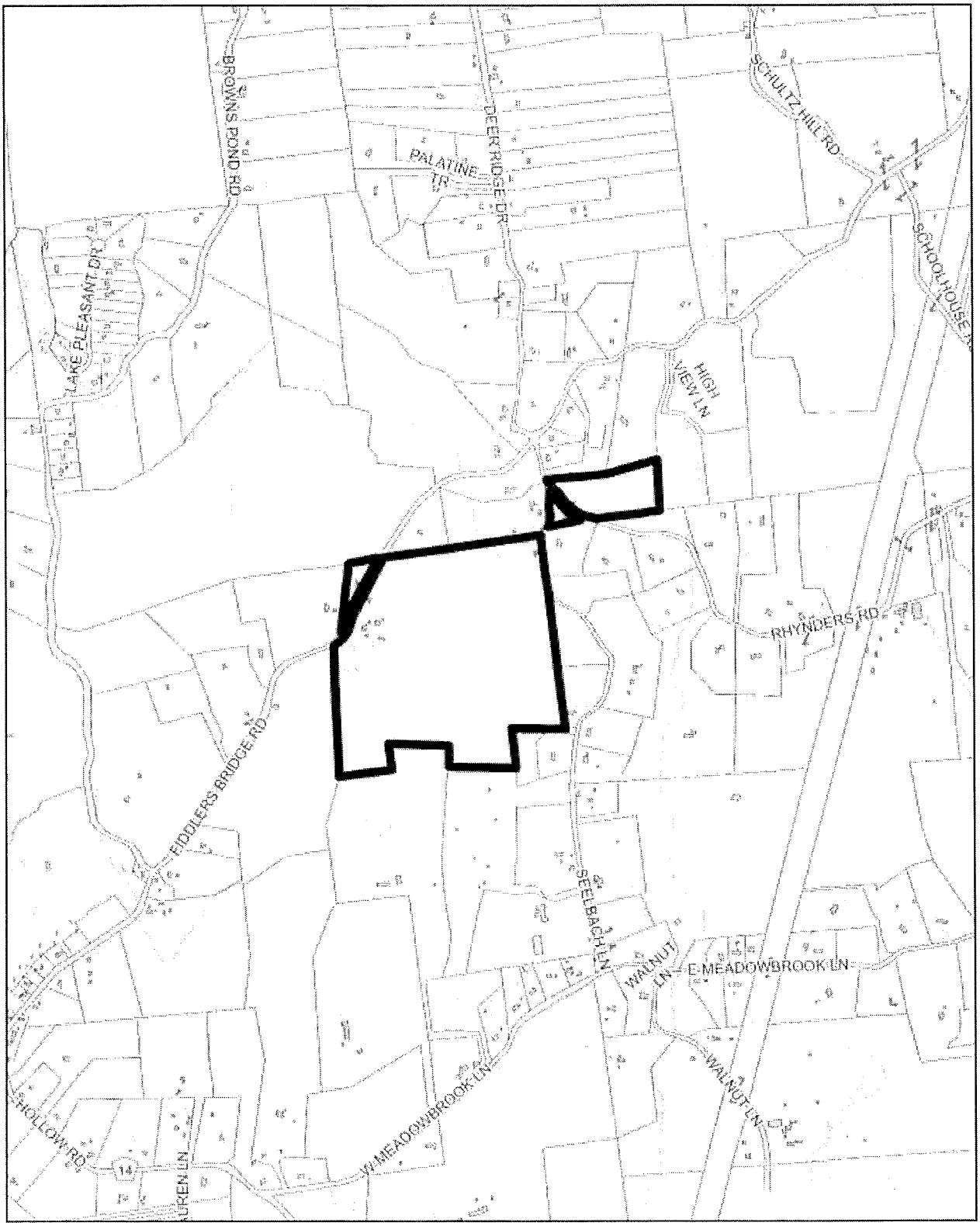
REGIONAL LOCATION MAP



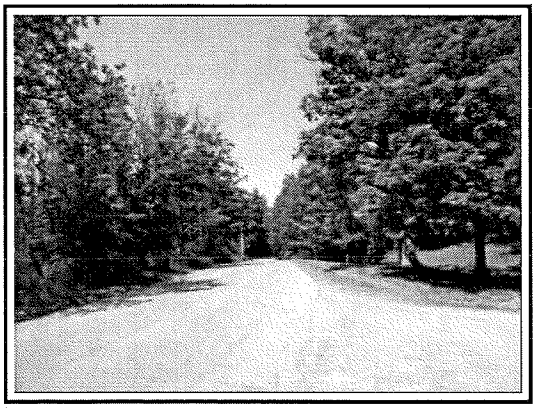
NEIGHBORHOOD LOCATION MAP



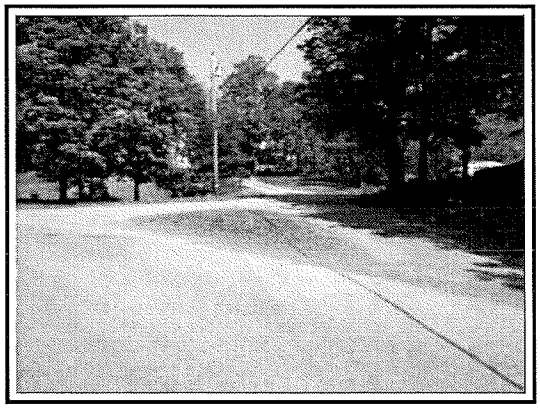
TAX MAP OF PROPERTY



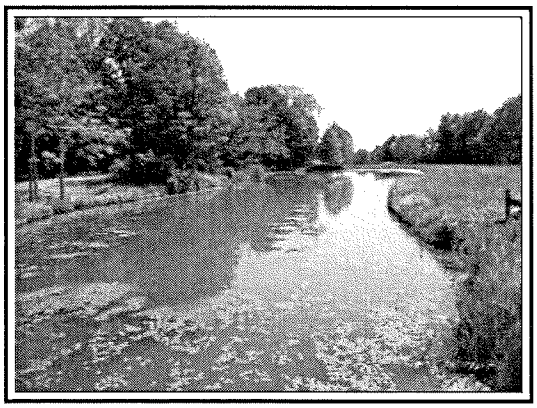
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



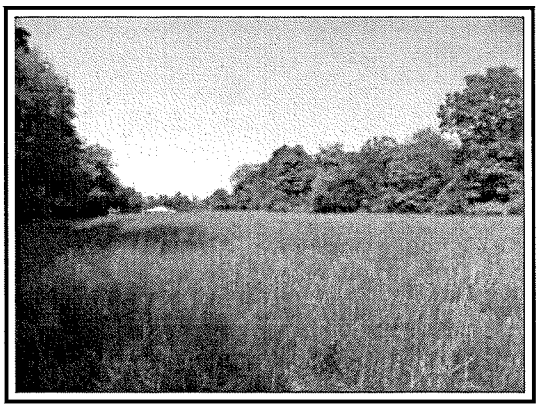
Looking N on Fiddlers Bridge Road with the subject on both sides and farmstead on the right



Looking E from Fiddlers Bridge Road at the main subject driveway



Looking S from the main driveway at the larger pond



Looking N at the long narrow field on the W side of the main block

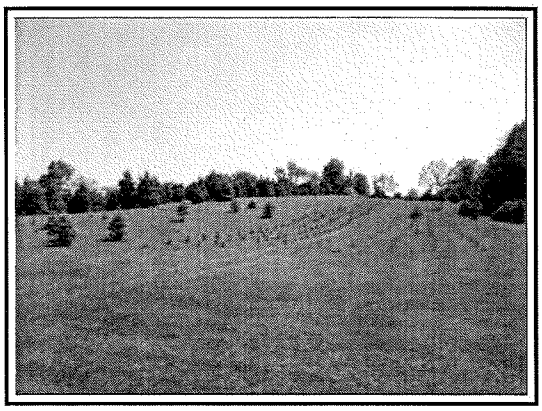


Looking S at the field in the SW corner of the main block

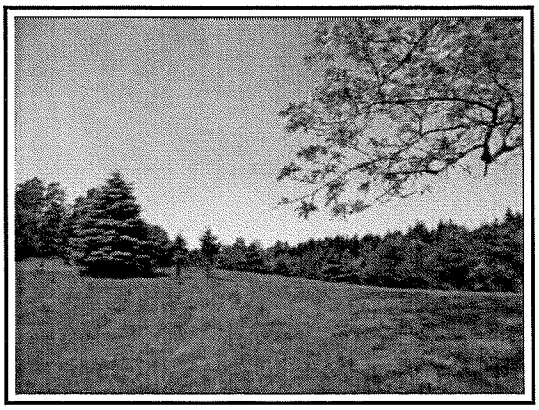


Looking S at the other field in the SW corner of the main block

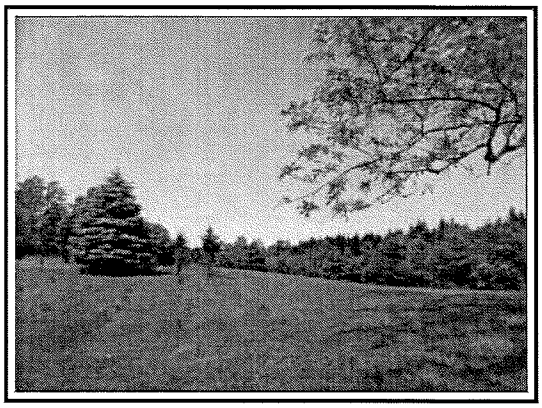
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



Looking S from near the solar panels



Looking N from near the solar panels



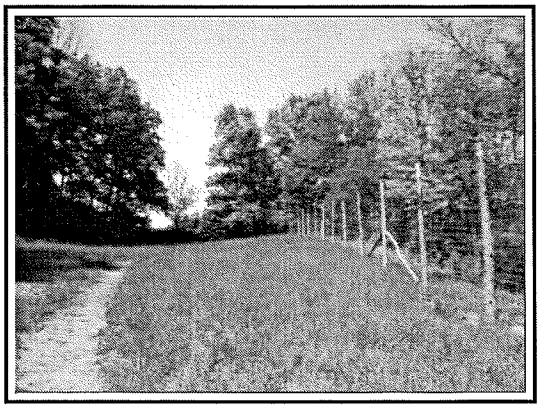
Looking E from near the solar panels



Looking NE from near the center of the main block



Looking SE from near the center of the main block



Looking N from near the center of the main block

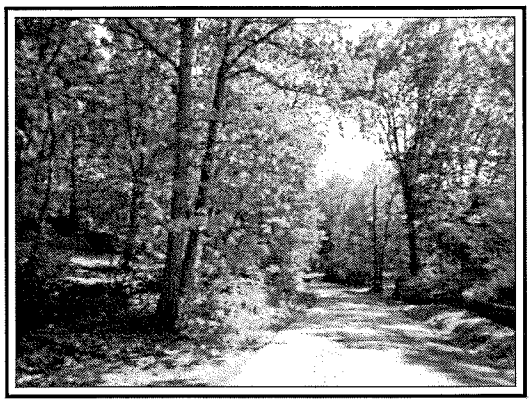
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



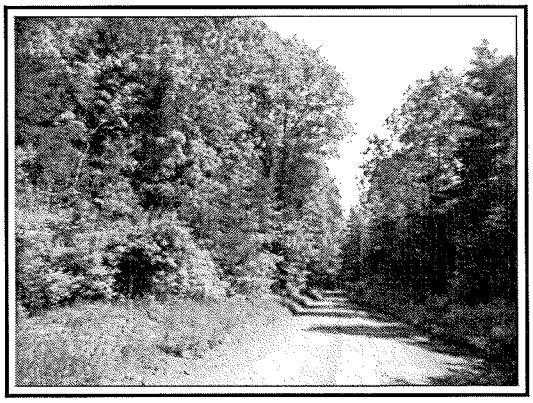
Looking S at a field that is just outside of the fenced area



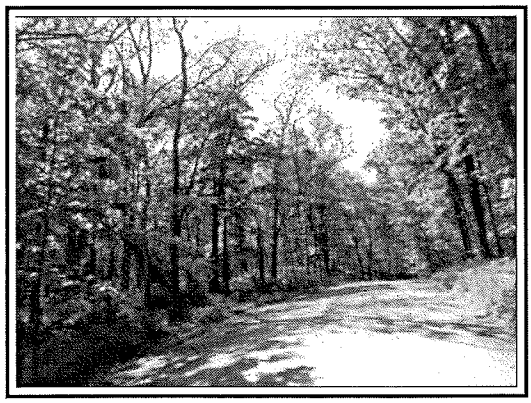
Looking N at a field that is just outside of the fenced area



Looking S on Seelbach Lane with the small triangular section on the left



Looking S on Seelbach Lane with the main section on the right



Looking NW on Rhynders Road with the subject on both sides

DEED INFORMATION/HISTORY OF PROPERTY

Owners of Record	Liber / Page	Date of Deed
Primrose Hill Farm Partners, LLC	1986/260	10/9/1996

The property was acquired in the above deed and there have been no recent transfers. A copy of the deed follows this page.

The property has been in use as a Christmas tree farm for a number of years. Based on the style and appearance of the buildings, it may have been a dairy farm at one point.

TAX ASSESSMENT INFORMATION

Tax Map S/B/L	Acres	Assessment Land	Assessment Total	Full Value Assessment	Taxable Value	2022/23 Taxes
6367-00-158739	108.7	$ 806,300	$ 1,158,000	$ 1,158,000	$ 535,869	$ 13,951

The Town of Clinton has a 2023 equalization rate of 100.0%. The equalization rate is a statistical determination by the State Board of Real Property Services of the average level of assessment in an assessing unit. It is simply a statement of the average percentage of full value at which assessments have been set by the assessor, based on the State Board's valuation date. For a simple example, if a town assessed a parcel for $10,000 and the equalization rate was 50%, the full value would be $20,000. Therefore, the full assessed value of the property is $1,450,000. Based on this appraisal, the market value of the subject property is above the assessed value.

The property is in an Agricultural District and benefits from an agricultural assessment. With this if the property is converted to a use other than for agriculture, a penalty is imposed and roll back taxes are due. The property also benefits from a forestry exemption. The taxes shown above are based on the agricultural assessment and the forestry exemption, reflected in the taxable value.

The subject property is in the Hyde Park School District and West Clinton Fire District.

PROPERTY LISTINGS & FIXTURES VALUED

To the best of my knowledge, the subject property is not currently listed for sale.

No specific fixtures are included for value in this appraisal.

SUBJECT DEED

[redacted]

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

HERMAN H TIETJEN ESQ
60 EAST MARKET STREET
P.O. BOX 201
RHINEBECK NY 12572-0201

RECORDED: 11/06/96
AT: 13:58:42
COUNTY CLERK: #7839

RECEIVED FROM: HERMAN TIETJEN

GRANTOR: SCHOCH VIOLA P
GRANTEE: PRIMROSE HILL FARM PARTNERS LLC

RECORDED IN: DEED
INSTRUMENT TYPE:

TAX
DISTRICT: CLINTON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 66.00 NUMBER OF PAGES: 8

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #002003

E & A FORM: Y

TP-584: Y

COUNTY CLERK BY: JJF /_____
RECEIPT NO: R55143
BATCH RECORD: C00239

WILLIAM L. PAROLI, JR.
County Clerk

SUBJECT DEED

N.Y. Deed - Covenant against grantor and lien covenant

THIS INDENTURE, made on October 9, 1996,

BETWEEN VIOLA P. SCHOCH, residing at Fiddlers Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580

party of the first part, and

PRIMROSE HILL FARM PARTNERS, LLC, a limited liability corporation organized and existing under the laws of the State of New York, and having its principal place of business at Fiddlers Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580,

party of the second part,

RECORDED 1996 OCT 15 09:43:50

WITNESSETH that the party of the first part, in consideration of ONE ($1.00) DOLLAR, actual consideration, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, and said party of the second part's heirs, successors and assigns forever.

ALL THAT CERTAIN PIECE OR PARCEL OF WOOD LAND situate in the Town of Clinton, Dutchess County, New York, bounded and described as follows:

BEGINNING at a heap of stones on a rock at the corner of the 700-acre lot and at an angle of Albert Cookingham farm and running thence along the said Albert's line North 57° West 4 chains 79 links to a stake; thence North 2° 30' East 8 chains 20 links to a stake and stones at the southwest corner of a farm owned by Abraham LeRoy; thence North 78° 45' East 5 chains 42 links to a heap of stones on said LeRoy's south line; thence South 5° West 11 chains 90 links to the place of beginning, containing four acres two rods and twenty-four perches be the same more or less.

AND ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, and bounded and described as follows: BEGINNING at a stake and stones standing on the east side of the road that leads from Wittenburgh to lands formerly owned by Henry Sleight; thence North eighty-five degrees East seven chains and seventy-four links to a stake and stones; thence North nine degrees and thirty minutes East six chains and fifty links to a stake and stones; thence South eighty-five degrees West nine chains to the aforesaid road to a stake and stones; thence South

along the said road to the place of beginning, containing five acres of land, be the same, more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows: BEGINNING at the Northwest corner of the lot hereby conveyed at a rock oak tree and runs thence North eighty-one degrees thirty minutes, East seven chains ninety-four links to a stone set in the West side of a ditch; thence South six degrees thirty minutes West seven chains sixty three links to the butment of a wall in John Dederick's North line; thence along said Dederick's North line North eighty-eight degrees thirty minutes West nine chains thirteen links to the southwest corner of Michael Cookingham's lot; thence along the east line of said lot North nineteen degrees thirty minutes East six chains fifty links to the place of beginning, containing five acres and three rods of land be the same more or less.

ALSO, ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND situate in the Town, County and State aforesaid and bounded and described as follows: BEGINNING at the southeast corner of the same and at the northeast corner of Frederick C. Filkins' farm at a stake and stones, and runs thence North 81 degrees 30' West 7 chains and 99 links to a stake and stones near a sapling marked; thence South 01 degree East 6 chains and 8 links to a walnut tree marked; thence North 81 degrees and 30 minutes West 10 chains and 7 links to a stake and stones; thence North 6 degrees and 45 minutes East 3 chains and 12 links to the junction of two walls; thence North 81 degrees and 30 minutes West 8 chains and 83 links to the junction of two walls; thence North 30 minutes West 8 chains and 54 links to the junction of two walls; thence North 86 degrees West 6 chains and 35 links to the junction of two walls; thence North 10 degrees and 15 minutes East 17 chains and 5 links to the junction of two fences; thence North 88 degrees and 15 minutes East 29 chains and 10 links to a stake and stone in the road; thence South 01 degrees and 15 minutes East 28 chains and 86 links to the place of beginning, containing 84 acres, 2 rods and 18 perches of land, be the same more or less.

ALSO, ALL THAT CERTAIN FARM OF LAND in the Town of Clinton in said County of which Joseph LeRoy deceased, died seized, bounded and described as follows, viz.: BEGINNING at a large chestnut tree standing in the south line of the farm owned by Abraham LeRoy known as the William Frost farm and running thence as the magnetic needle now points North 88 degrees East 11 chains to the junction of two walls; thence North 88 degrees and 30 minutes East 6 chains and 23 links to the junction of two walls; thence South 10 degrees and 15 minutes West 17 chains and 5 links to the junction of two walls; thence South 85 degrees East 6 chains and 35 links to a chestnut tree; thence South 30 minutes

SUBJECT DEED

East 13 chains and 68 links to the junction of two walls; thence South 89 degrees West 23 chains and 95 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and 61 links to a point two and one-half feet southwest of the North barpost; thence North 24 degrees and 45 minutes East 11 chains and 69 links to a stone heap on a ledge of rocks; thence North 57 degrees West 4 chains and 79 links to a stake driven into the earth; thence North 01 degree and 45 minutes West 8 chains and 20 links to a stake and stones; thence North 78 degrees and 45 minutes East 23 chains and 76 links along a line of marked trees to a stake and stones; thence North 72 degrees East 54 links to the place of beginning, containing 115 acres 3 rods and 31 perches of land. Excepting therefrom, however, that portion of said above described premises which were conveyed by Michael Cookingham and Abigail, his wife, to Edmund Sheriger by deed dated April 17, 1854, and recorded in the Dutchess County Clerk's Office on the 2nd day of May, 1854, in Liber 101 of Deeds at page 515, which said premises are therein described as follows: All that certain piece parcel or lot of land situate in the Town, County and State aforesaid and bounded and described as follows, to wit: BEGINNING at a heap of stones on a rock at the southeast corner of wood lot sold about one year ago by the said Michael Cookingham to Philip D. Cookingham and running thence along the east line of said wood lot North 5 degrees East 11 chains and 90 links to a stake and stones on the south line of a farm owned by Abraham LeRoy; thence along said line North 78 degrees and 45 minutes East 5 chains and 70 links to a stake and stones; thence South 36 degrees and 30 minutes East 9 chains and 41 links to a bolt driven in a rock; thence North 88 degrees East 8 chains and 60 links to the junction of two walls; thence North 06 degrees West 09 chains and 96 links to a chestnut tree on said LeRoy's South line; thence North 88 degrees East 11 chains; thence North 88 degrees and 30 minutes East 06 chains and 23 links to a junction of two fences; thence South 10 degrees and 15 minutes West 11 chains and 62 links to the middle of the road leading from the said Cookingham's to Hyde Park; thence along the middle of the same South 76 degrees West 01 chain 11 links; thence South 04 degrees and 30 minutes, West 19 chains and 44 links to A.S. Lent's North line; thence South 89 degrees West 16 chains and 20 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and sixty links to a stake and stones; thence North 24 degrees and 45 minutes East 11 chains and 69 links to the place of beginning, containing 91 acres and 33 perches of land, be the same more or less, the said Michael Cookingham having reserved to himself, his heirs and assigns, a right of way to and from a wood lot owned by the said Michael Cookingham adjoining the farm of the said LeRoy for the purpose of drawing wood and timber from the same.

SUBJECT DEED

This conveyance is made subject to any and all covenants, easements, conditions and restrictions of record.

BEING THE SAME AND ENTIRE PREMISES conveyed by deed of Emil H. Schoch and Viola P. Schoch to Viola P. Schoch dated December 4, 1986, and recorded in the Dutchess County Clerk's Office on January 21, 1987, in Liber 1734 of Deeds at page 878.

SEE, ALSO, a more recent description of the premises conveyed herein, attached hereto as Schedule A, and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, said party of the second part's heirs, successors and assigns forever.

AND the party of the first part covenants that said party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND that in compliance with Section 13 of the New York Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set hand and seal the day and year first above written.

IN THE PRESENCE OF:

Viola P. Schoch
VIOLA P. SCHOCH

SUBJECT DEED

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On this 9th day of October, 1996, before me personally appeared VIOLA P. SCEOCH, ("Subscriber") to me personally known and known to me to be the same person(s) described in and who executed the within Instrument, and said Subscriber acknowledged to me that said Subscriber executed the same.

Elizabeth L Lynch
Notary Public

ELIZABETH L LYNCH
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Oct. 17, 1996

RECORD AND RETURN TO:

HERMAN H. TIETJEN, ESQ.
60 East Market Street
P.O. Box 201
Rhinebeck, NY 12572-0201

cl:schecded.doc

S-0252-0994 DUTCHESS COUNTY

SUBJECT DEED

Schedule "A" (2 pages)

DEED 1936 2650 6

All that parcel of land situate in the Town of Clinton,County of Dutchess and the State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road said point marking the Westerly line of the herein described parcel and the Easterly line of lands now or formerly Miller (see F.M. # 6946), running thence Easterly North 76°-26'-00" East 78.85 feet to a point in range with a stonewall on the Northerly side of Fiddlers Bridge Road, running the Northerly and crossing said road and running along a stonewall in part and along the Easterly line of said Miller North 18°-47'-53' East 346.64 feet, North 17°-58'-20" East 114.42 feet, North 16°-55'-50" East 162.49 feet, North 15°-50'-50" East 125.90 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of lands now or formerly Walsh, running thence along the same in part and along the Southerly line of lands now or formerly Leigh and along the Southerly line of lands now or formerly Mayer and along stonewall and or wire fence, North 78°-18'-00" East 6.00 feet, South 83°-34'-00" East 219.00 feet, South 84°-26'-00" East 61.60 feet, South 88°-19'-00" East 33.70 thence crossing the aforementioned Fiddlers Bridge Road , South 80°-02'-40" East 69.65 feet, South 85°-48'-25" East 103.37 feet, South 83°-45'-55" East 255.19 feet, South 83°-30'-15" East 231.49 feet, South 85°-20'-25" East 49.25 feet, South 84°-59'-20" East 242.37 feet, South 84°-28'-50" East 187.56 feet, South 82°-48'-50" East 162.37 feet and South 84°-53'-50" East 300.05 feet to wall corner marking the Easterly line of the herein described parcel and the Westerly line of lot 12 F.M. # 7402, running thence Southerly along the same and along the Westerly line of Seelbach Lane in part, South 07°-04'-50" West 70.64 feet, South 06°-04'35" West 308.81 feet, South 06°-12'-30" West 174.15 feet, South 09°-10'-40" West 71.49 feet, South 04°-02'-55" West 86.59 feet, South 08°-08'-05" West 420.36 feet, South 06°-22'-55" West 108.35 feet and South 04°-55'-50" West 49.58 feet to a point marking the Westerly Line of lot 11 F.M. # 7402, running thence along the same and along a stonewall South 08°-42'-10" West 105.10 feet, South 05°-07'-55" West 327.00 feet, South 08°-09'-30" West 142.51 feet and South 01°-50'-05" West 41.39 feet to a point marking the Northerly line of lot 1 F.M.# 7783, running thence along the Northerly and Westerly line of said lot 1 North 74°-47'-58" West 523.74 feet and South 07°-50'-02" West 404.10 feet to a point marking the Northerly line of lands now or formerly Seelbach, see F.M. # 7783, running thence along the same and along a stonewall,North 71°-08'-35" West 119.39 feet, North 73°-45'-35" West 145.18 feet, North 75°-24'-31" West 139.83 feet, North 75°-18'-23" West 105.17 feet, North 72°-55'-37" West 105.58 feet and North 69°-21'-28" West 43.08 feet to a wall corner marking the Northerly line of the aforementioned Miller see F.M. # 6946, running thence along the same and along a stonewall

North 15°-01'-00" East 69.88 feet, North 13°-39'-40" East 130.91 feet, North 74°-17'-00" West 205.70 feet, North 73°-23'-00" West 318.40 feet, North 75°-00'-50" West 59.44 feet, South 06°-42'-00" West 151.74 feet, South 07°-49'-50" West 106.49 feet, North 83°-27'-56" West 515.07 feet, North 11°-15'-00" East 327.80 feet, North 12°-12'-00" East 143.60 feet , North 11°-20'-00" East 437.70 feet and North 11°-43'-00' East 273.83 feet and North 10°-19'-40" East 113.00 feet to the point or place of beginning.

Containing 96.358 acres of land more or less.

Also all that parcel of land known as the "Woodlot" bounded and describws as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (liber 1432, page 378 parcel 2) and the Southerly line of lands now or foumerly Walsh, running thence Southerly along the Westerly line of lands now or former of said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01° 05'-00" West 149.00 feet, and South04°-02'-00" East62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, runnig thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 48.00 feet, North 61°-52'-00" WEst 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 87°-05'-40" East 195.91 feet, North 83°-49'-20" East 127.80 feet, North 85°-23'-20" East 157.68 feet, North 86°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point or place of beginning.

Containing 10.042 acres of land more or less.

SITE DESCRIPTION

LOCATION/FRONTAGE: The property is located on the east and west sides of Fiddlers Bridge Road, Seelbach Lane, and Rhynders Road. These are town maintained, part paved and part gravel. The roads divide the property into one large section and three smaller sections. Each frontage section is uninterrupted and physical access is good on the smaller sections but somewhat limited on the larger one. Sight visibility is average to good and access is either at grade or slightly above or below grade.

ACREAGE/LAND USE: The property appraised is 105.95, more or less, based on the attached survey map. It includes all of one tax parcel (6367-00-158739).

Land use is based on USDA aerial maps, county maps, and an inspection of the property. The land is a mix of fields, meadow, woods, brush, wetlands and building sites. The open land in fields is estimated at 23 acres. Most of this is planted to Christmas trees, with some in hay, pasture, or fallow areas. The open land and farmstead acreage represent the better quality land on the property. The three small sections are all woods and the woods are scattered throughout the large section.

TOPOGRAPHY/VIEWS: Topography varies throughout, typical of the area. Most of the property is rolling to sloping, with no excessively steep areas noted. There are some nice area views from the high spot in the large section, which would be enhanced with some clearing.

EASEMENTS/ENCROACHMENTS: There are typical utility lines along the roads. Based on a review of the deed, survey notes and a site inspection, no other easements or encroachments were evident that would affect the value.

WETLANDS/FLOOD ZONE: There are nine acres of Federal (NWI) wetlands and about the same amount of NYS DEC wetlands, with most of these in the northeast corner of the large section. There are no flood zones, according to FEMA flood map 36027C0342E, dated May 2, 2012. Please see the wetland and flood maps in this report.

SOILS: The soils are taken from the USDA Soil Survey of Dutchess County, NY. There are numerous soil types on the subject property, identified by name and capability class on page 28. Capability class is a measure of the productivity & suitability of the soil for agricultural and non-agricultural uses. Soil ratings range from Class I to Class VIII, with Class I soils having few limitations that restrict use, and Class VIII having limitations that nearly preclude their use for crop production and/or residential development.

74% of the soils are Dutchess-Cardigan complex – these are shallow, rocky and well drained. 47% are rolling/class III, 14% are undulating/II and 13% are hilly/IV. 17% are deep and poorly drained Sun silt loam (level/IV). The balance is shallow, very rocky and somewhat excessively drained Nassau-Cardigan complex (rolling/VI). **14% of the soils are classified as Prime Farmland (Class I & II) and another 47% are Soils of Statewide Importance (Class III).**

SITE DESCRIPTION...Cont'd.

The biggest limitations on use for most of the property are slope and shallow depth to bedrock, with the poorly drained soils having very limited utility. These are fair to average quality soils overall, with similar utility for agricultural or residential uses.

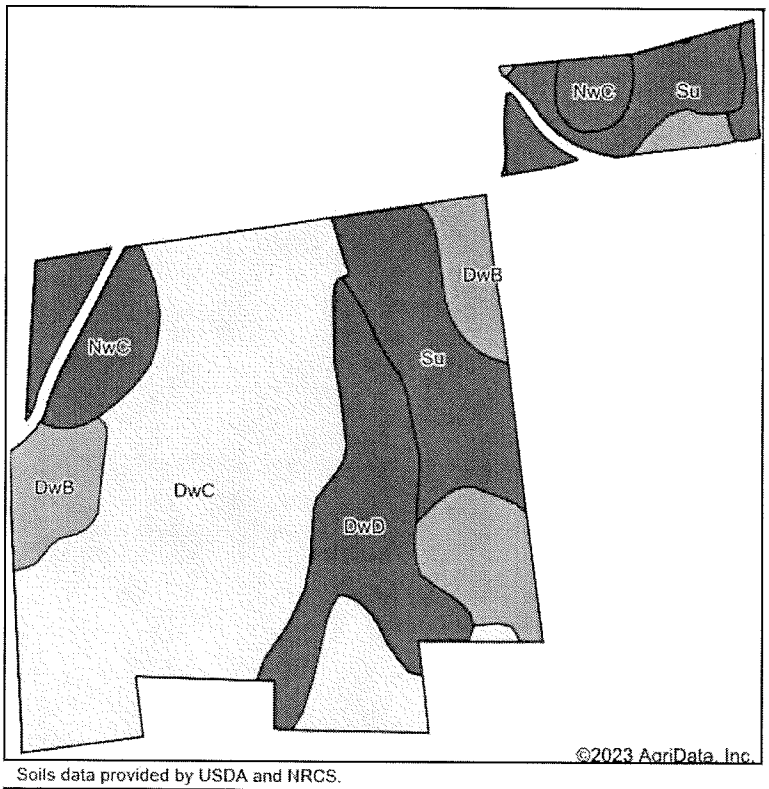
UTILITY/AMENITIES: The overall utility of the property ranges from fair to good. There are fair to average quality soils overall, a nice pond, and some area views available. The biggest limitations for residential development are the somewhat limited road frontage on the largest section. Based on the overall land features, a variety of agricultural, residential and/or recreational uses appear to be suitable uses of the property.

ZONING: AR5 (Very Low Density Agricultural Residential): this requires at least 5 acres per lot. "By right" uses include single family residences, plus agriculture and related uses and a few others. Part of the property is also subject to a Ridgeline Protection Area Overlay. This regulates structures on lands that are 500' or more above sea level. As per the zoning code these do not affect single family residences and agricultural uses. A number of other uses are allowed with site plan review and a special permit. The subject conforms to the current zoning.

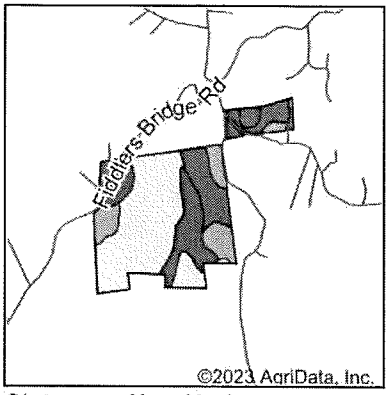
AERIAL MAP


Seelbach Rd
Fiddlers Bridge Rd
9.36
1.18
Rhynders Rd
2.38
1
Fiddlers Bridge Rd
Seelbach Ln
93.03
Seelbach Ln

SOILS MAP



Soils data provided by USDA and NRCS.



State: **New York**
County: **Dutchess**
Location: **41° 51' 32.37, -73° 50' 54.88**
Township: **Clinton**
Acres: **105.95**
Date: **6/14/2023**

FARM CREDIT EAST

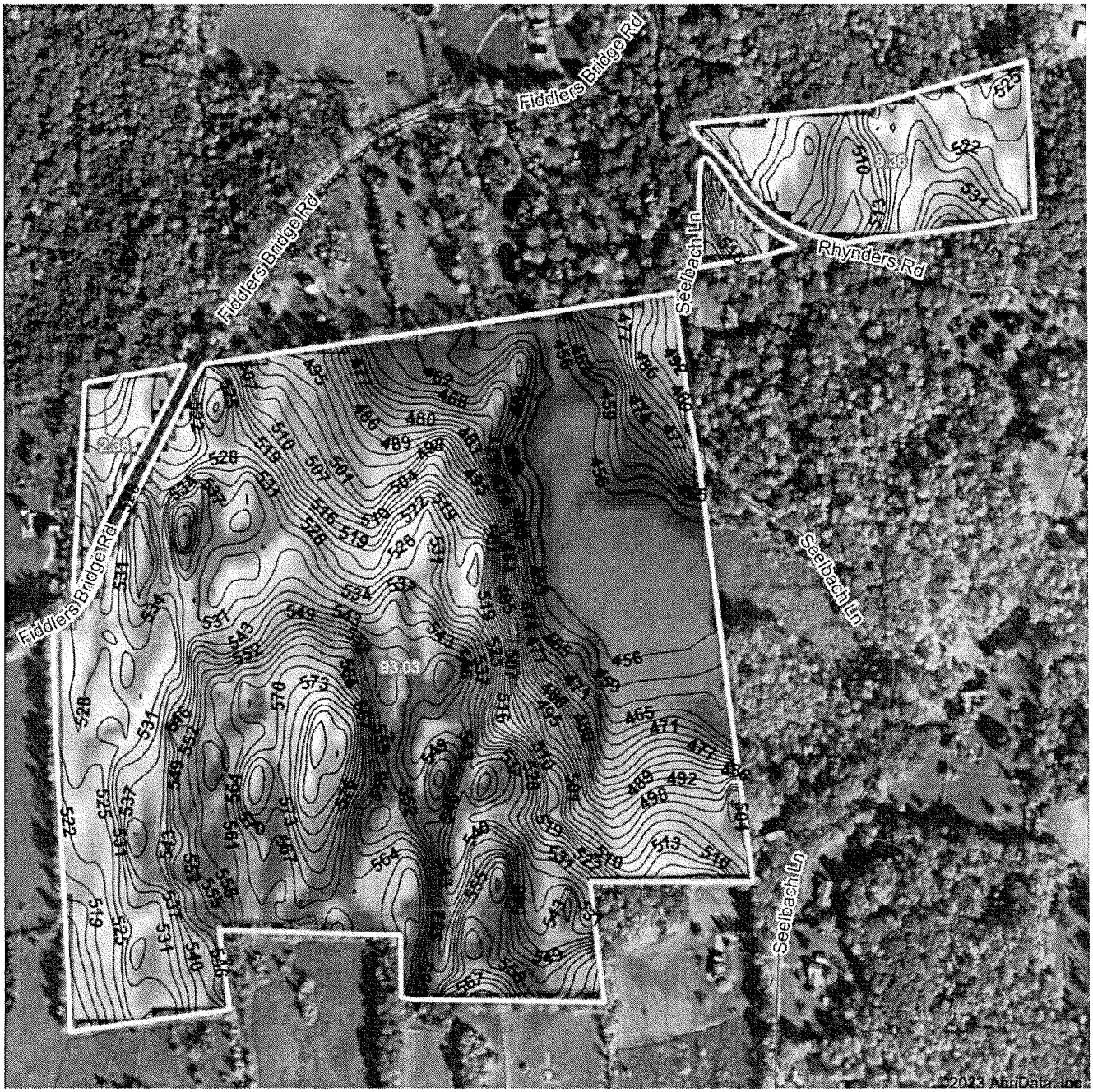
Maps Provided By: surety® CUSTOMIZED ONLINE MAPPING
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N W E S

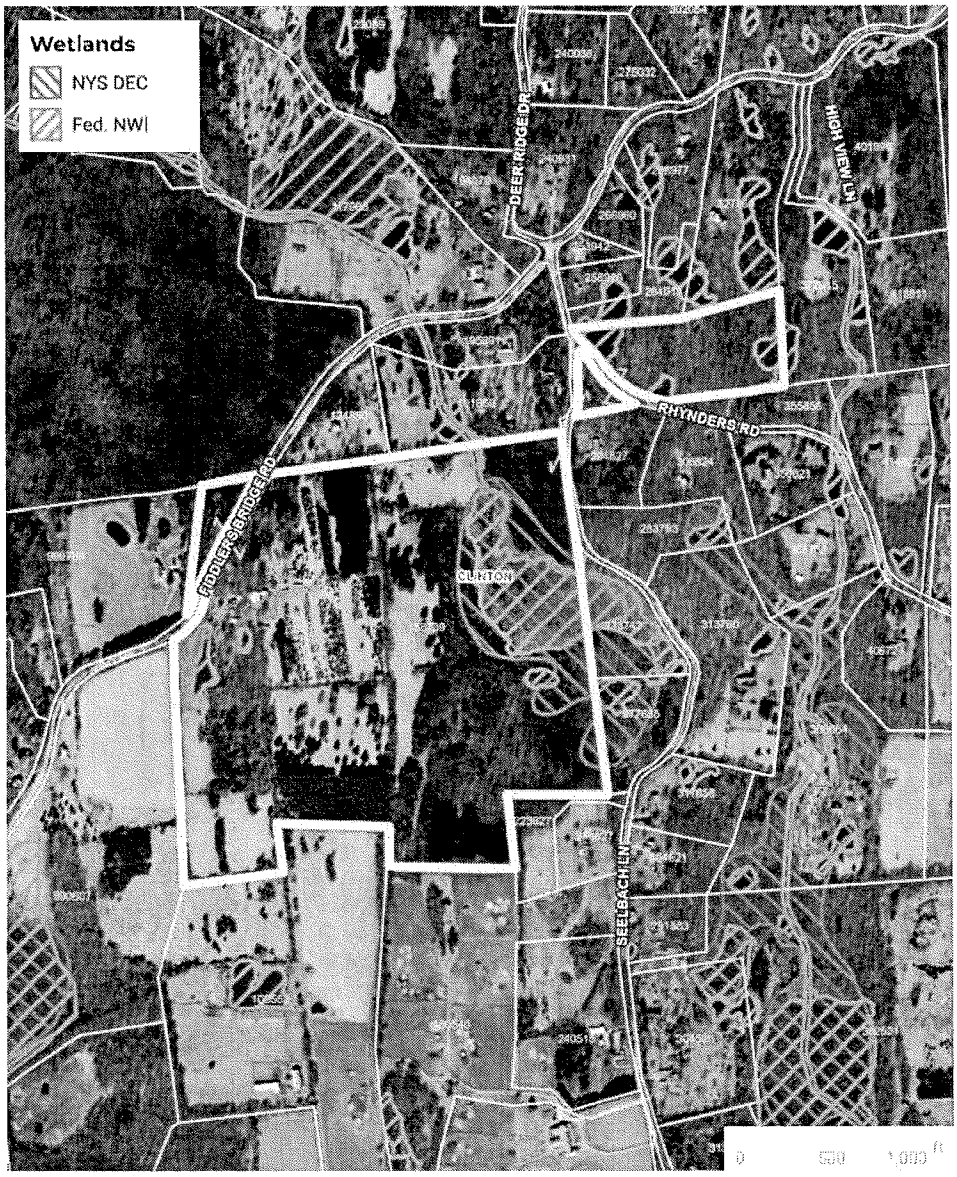
Area Symbol: NY027, Soil Area Version: 19								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Restrictive Layer	Soil Drainage	Non-Irr Class *c
DwC	Dutchess-Cardigan complex, rolling, rocky	49.74	46.9%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	IIIe
Su	Sun silt loam	17.98	17.0%		0ft.	> 6.5ft.	Poorly drained	IVw
DwB	Dutchess-Cardigan complex, undulating, rocky	14.33	13.5%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	IIe
DwD	Dutchess-Cardigan complex, hilly, rocky	13.92	13.1%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	IVe
NwC	Nassau-Cardigan complex, rolling, very rocky	9.98	9.4%		> 6.5ft.	1.3ft. (Lithic bedrock)	Somewhat excessively drained	VIs
							Weighted Average	**3.45**

*c: Using Capabilities Class Dominant Condition Aggregation Method

TOPOGRAPHIC MAP



WETLANDS MAP



FEMA FLOOD MAP

InterFlood by a la mode

Prepared for: Farm Credit East, ACA
203 Fiddlers Bridge Road



MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **36027C0280E**
Zone: **X**
Map Date: **May 02, 2012**
FIPS: **36027**

MAP LEGEND

Powered by CoreLogic®

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

BUILDING COMMENTS

The property is improved with one dwelling, four barns, and various site improvements. The house is an 1850s Colonial. Downstairs rooms include an entry area, kitchen, dining room, living room, parlor, sitting room, laundry, and full bath. Flooring is mostly wood, with tile in the laundry room and sheet vinyl in the kitchen and bath. There is a wood stove in the parlor and the kitchen is not typical for a house of this age and size. Upstairs there are three bedrooms and a sewing room with wood floors, and a full bath with sheet vinyl. The full basement has a stone foundation and some dampness. Heat is from a heat pump, with oil hot air as a backup. The owner indicates that the house does not have much insulation. There is an asphalt shingle roof, a small deck on the east side, and covered entry porches on the west and south sides. The siding is wood which needs repainting in several spots. The house is structurally sound and sits back nicely from the road, but the exterior appearance and atypical kitchen would probably deter some buyers. This has been rented in the not-too-distant past for $3,000/month.

Near the house is a garage that was originally a carriage barn. This is of post and beam construction with a stone foundation, wood siding and a metal roof. There is a second floor for additional storage and it's built into a hillside so there is a lower level (which is open to the east. Condition and utility are average.

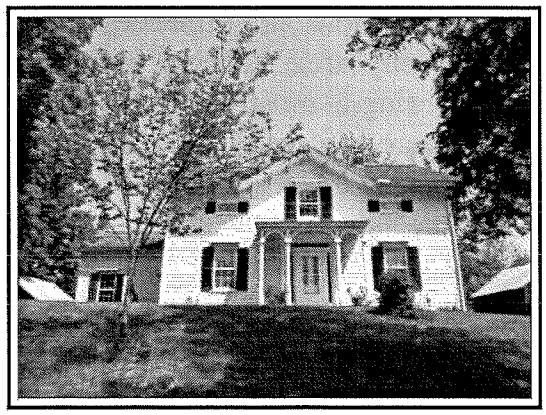
By all appearances the largest barn was originally a "bank style" dairy barn. It's now used for storage and features post and beam construction, a stone foundation, wood siding and metal roof. Condition is average, utility is fair.

The smallest barn is referred to as the "wood barn". This features "bank style" post and beam construction, with wood siding and a metal roof. Condition and utility are fair.

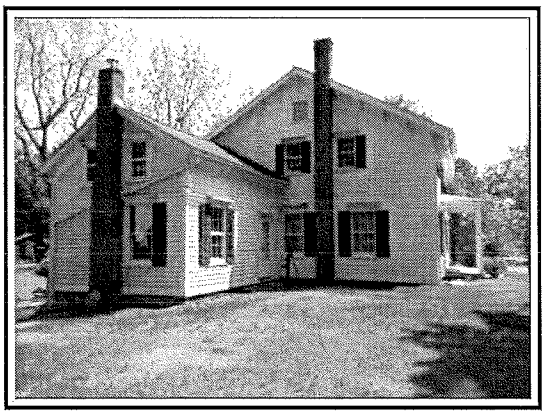
The other barn is a former chicken barn that has been converted into a wood shop. This is of wood frame construction on a concrete slab, with novelty siding and an asphalt shingle roof. Condition is average, utility is good.

Site improvements include a solar array, fencing around about 13 acres, utilities, and gravel driveways.

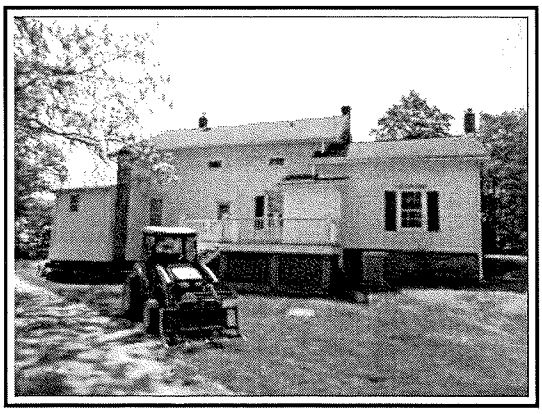
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



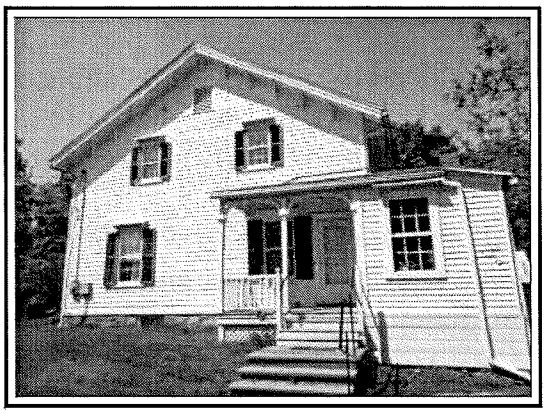
W (front) side of house



N end of house



E side of house



S end of house

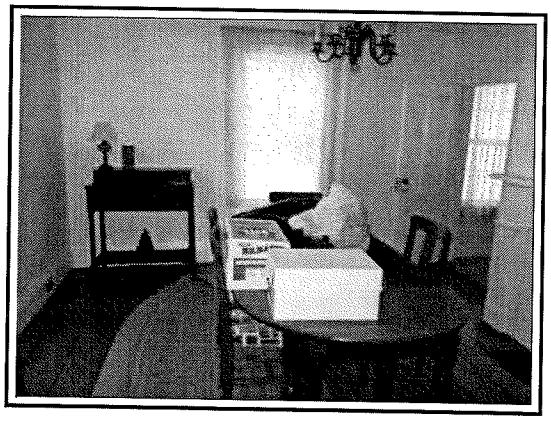


Kitchen

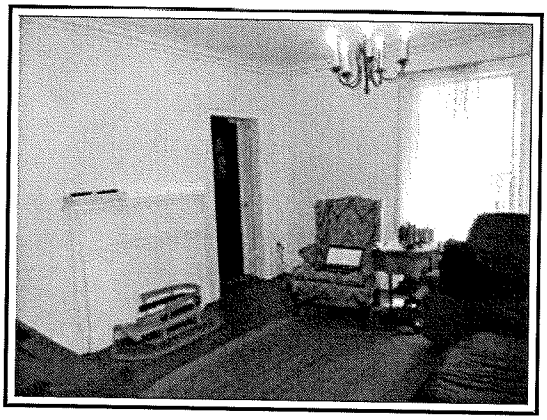


Parlor

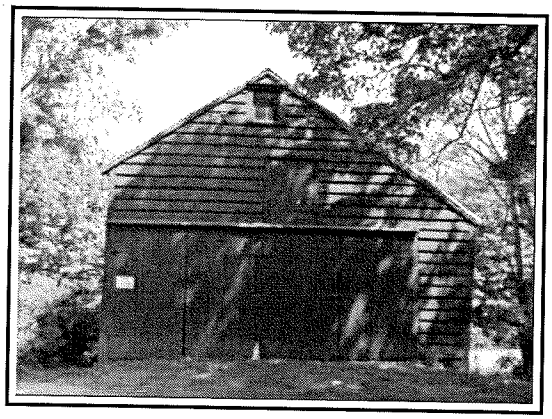
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



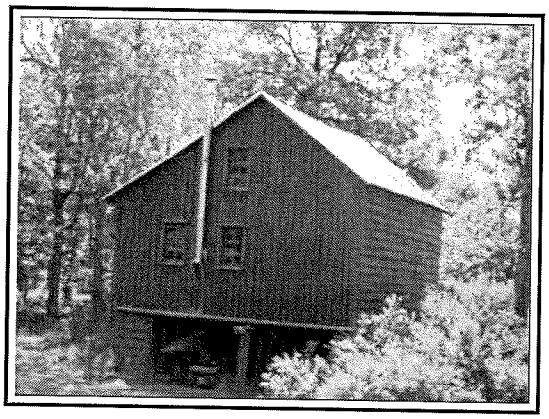
Dining room



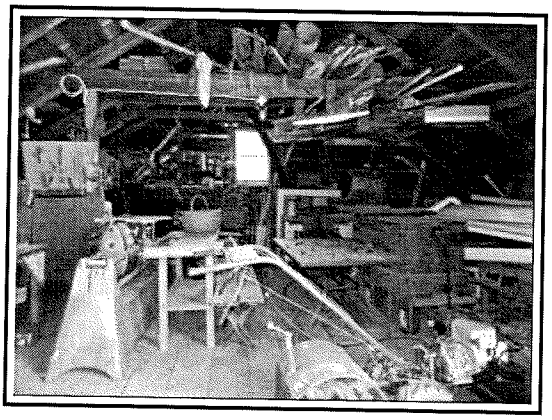
Living room



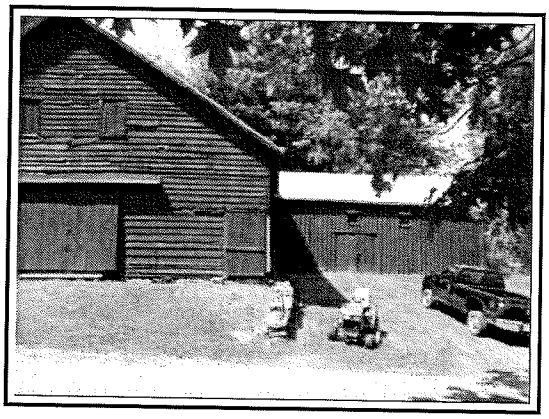
W side of Carriage Barn



E side of Carriage Barn

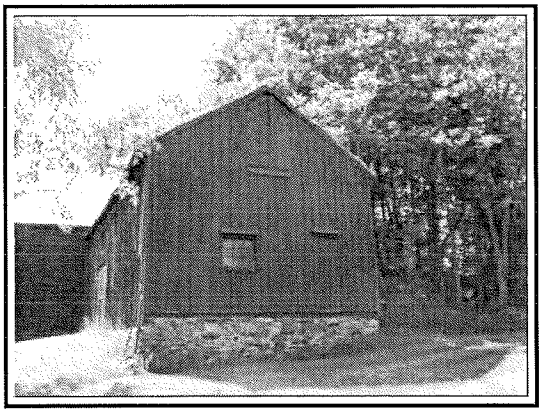


Carriage Barn interior, 1st floor

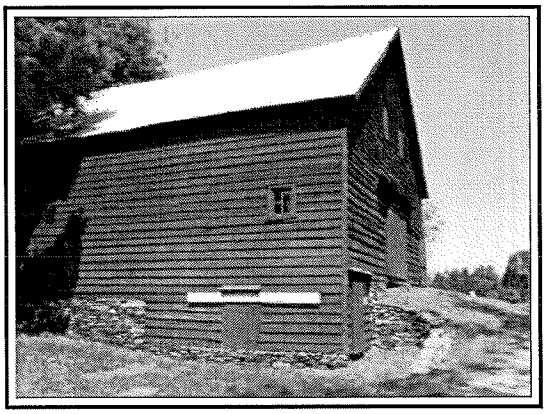


S side of Old Dairy Barn

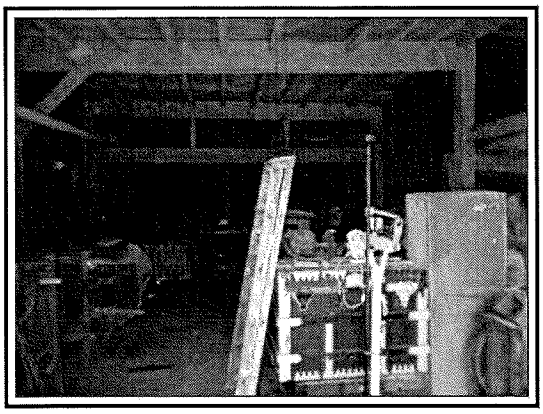
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



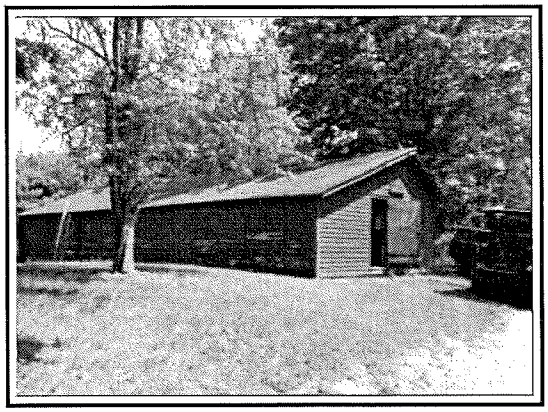
E end of Old Dairy Barn



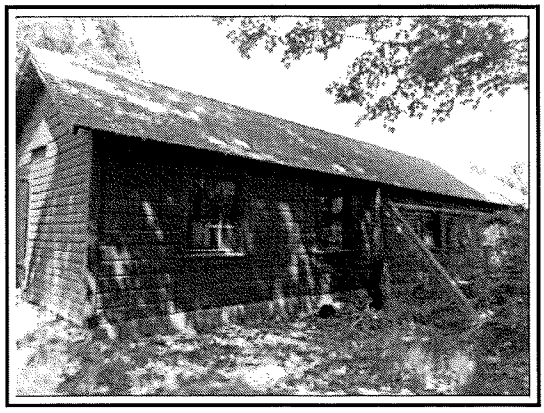
W end of Old Dairy Barn



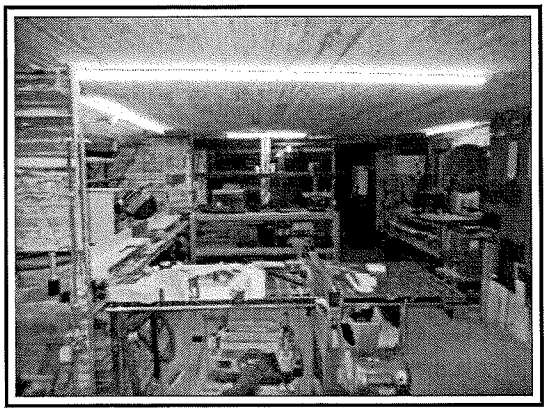
Interior of Old Dairy Barn



W end and N side of Chicken Barn

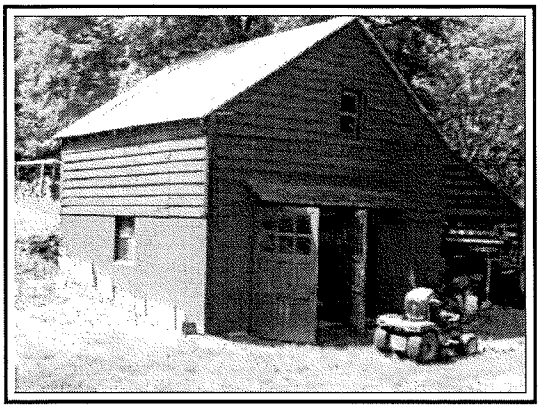


W end and S side of Chicken Barn

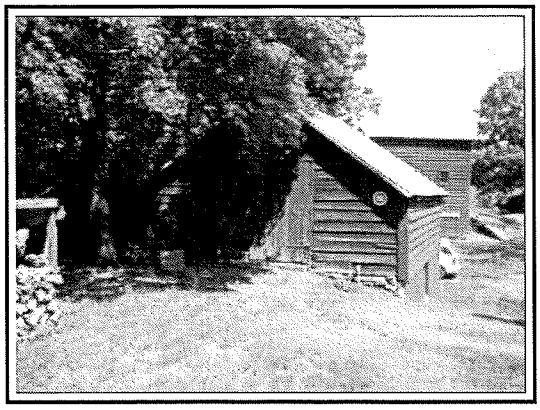


Interior of Chicken Barn

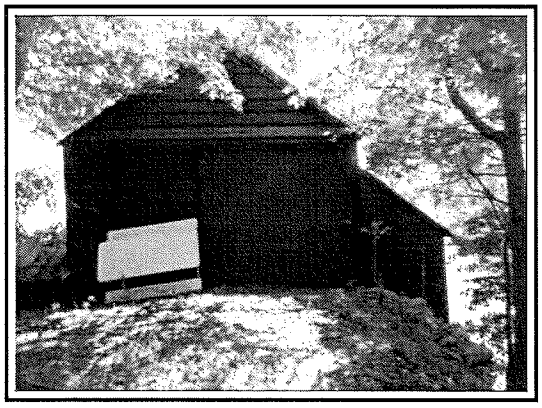
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



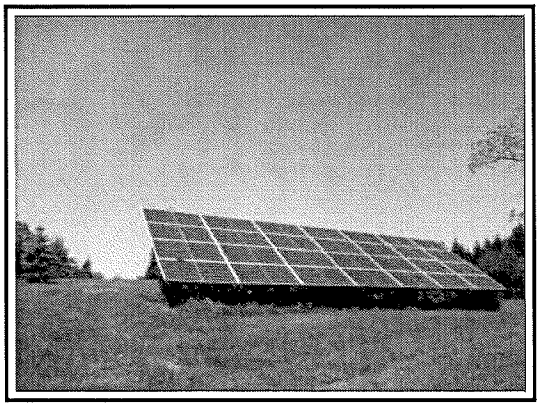
E and S sides of Wood Barn



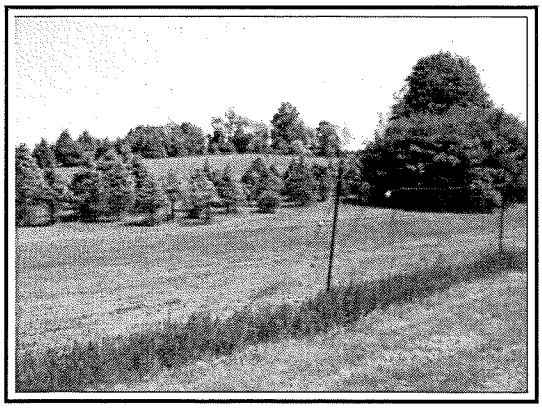
W side of Wood Barn



N side of Wood Barn



Solar panels



Typical deer fencing

AREA & NEIGHBORHOOD DESCRIPTION

AREA ANALYSIS

The regional area for the subject property is defined as the Mid-Hudson Valley Region of New York State, specifically Dutchess County.

Dutchess County is located in the center of the Mid-Hudson Region, between New York City and Albany. It is bordered by the Hudson River on the west, Columbia County on the north, Putnam County on the south, and the state of Connecticut on the east. The county is located from 50 to 90 miles north of NYC, south to north respectively. Much of the southern portion of the county is considered to be a bedroom or commuting area for the Metro-New York City Region. The reason for this is the lower housing costs than those found in the neighboring counties of Westchester and Putnam to the south, and Fairfield County in lower Connecticut to the east. Additionally, there is commuter railway service from various parts of the county.

Residential growth has been quite variable in the Town of Clinton and this is typical of the rural parts of Dutchess County. The 2020 census shows a population of 4,037 which is down from 2010 (4,312) but up very slightly from 2000 (4,010 people). Dutchess County had a 2020 population of 295,911 which is down from 2010 (297,488) but up from 2000 (280,150).

Dutchess County has a generally strong economic base, much of which is located throughout the western and southern portions of the county. The largest company is IBM/Global Foundries, with principal plant locations in Poughkeepsie & Fishkill.

The major highway serving the county is the Taconic State Parkway, a four lane highway running north to south through the central portion of Dutchess County. This road is west of the subject. Other highways include Interstate Route 84, located on the southern edge of the county, and numerous state, county, and secondary town roads. The NYS Thruway is located across the river in Ulster County. This road connects New York City with Albany and points north & west. Hudson River crossings include the Newburgh-Beacon bridge in Fishkill, the Mid-Hudson bridge in Poughkeepsie, and the Kingston-Rhinecliff Bridge in Rhinebeck.

Airline service is available at Stewart Airport in Newburgh and there is a county airport in the Town of Wappinger, just south of the City of Poughkeepsie. Commuter rail service to NYC is by Metro-North on both east & west sides of the county. Amtrak is on the west side, along the Hudson River. Amtrak provides access to New York City, Albany, and the Amtrak network.

Dutchess County is home to a number of commuters who work in Westchester County and the Metropolitan New York City region. Many of these commuters use the rail services, one of which is Metro-North with a depot in Wassaic, close to the subject. Dutchess County also has a number of part-time or second home residents from the NYC region.



AREA ANALYSIS...Cont'd.

The main shopping areas are on the southwest side of the county, situated along Route 9 from Fishkill north through Hyde Park and Rhinebeck. This Route 9 corridor also has extensive service businesses.

Agriculture remains a significant industry in Dutchess County. According to the 2017 Census of Agriculture, there were 620 farms in the County with approximately 102,000 acres of land in farms. The County has a substantial amount of high quality farmland and is considered in a high viability farming area. The proximity to major markets and a moderate climate with normally adequate rainfall during the growing season contribute to the viability for farming. Agriculture generated approximately $44 million in total product sales, according to the 2017 census.

The demand and sales activity for housing in Dutchess County was steady to increasing over the past 4-5 years before 2020. The attractive, rolling and open landscape in the subject area and a close location to travel facilities has been appealing to residents from metropolitan areas of the northeast, most notably New York City. These individuals have purchased weekend and second homes in the area, many with residual land for privacy and views of the surrounding countryside. The subject property fits into the desires of this "part-time" resident of the county. Like many areas, prices of residential properties have increased dramatically during the COVID-19 pandemic, as many downstate residents have moved upstate and/or converted second homes to primary residences.

For Dutchess County the overall economy is steady, mirroring the general improvement in the economy of Upstate New York over the past few years. Although it is difficult to predict the trend going forward, it is expected that the demand for single family homes, farms or rural residences with acreage will remain strong in the near term.

NEIGHBORHOOD ANALYSIS

The subject property is located in the western part of the Town of Clinton, in the west-central part of Dutchess County, New York. It borders the State of Connecticut to the east. This area is within good commuting distance to the larger cities and towns on the west side of the county.

Basic services and shopping are available in the small nearby villages. Primary shopping, services and employment are found on the west side of the county, centered around Poughkeepsie or Red Hook & Rhinebeck. These areas are within a reasonable driving distance of roughly 20 minutes. For a longer commute there is Albany and the Capital District to the northwest, a commute of about 60-75 minutes. There are also weekend and occasionally day commuters to the NYC area, many of which use rail service for transportation. There is a Metro-North rail station in Wassaic (south of the subject).

The neighborhood in proximity to the subject property is considered to be rural/residential and country estate with mixed residential and agricultural uses. There are horse, beef, and estate-type properties in the immediate area, including some with conservation easements. This was once an active farming region of the county but only a few commercially operated farms remain today. Many have been purchased as estate farms (horse, beef or other livestock) or converted to large-lot developments.

The subject area has mixed residential uses. Most of the homes are single-family homes on individual frontage lots or in small developments. The current trend is for small but upscale large-lot developments with rural settings and desirable amenities. Residences in the subject neighborhood consist of new to 30-year-old homes, as well as older homes well in excess of 100 years. Because of the rural/suburban nature of the area, homes are quite diverse in structure and quality. There is also some demand for large acreage or farm properties, especially those with good views & attractive settings and those with antique colonial homes or new custom built homes with high-end amenities.

The rolling and open landscape in the immediate area has been an attraction for individuals desiring to experience the rural lifestyle. Agricultural activity is still evident on many properties in the subject area of the county. Many of these farm uses are of the estate farm variety. The area is popular for rural residences and second home buyers from the Metropolitan-New York City area.

In conclusion, the area in and around the subject property is a desirable location. It is rural residential in nature yet in commuting distance to local services and shopping areas and close to the Taconic State Parkway. It offers attractive and historic rural landscapes that have been in demand from a variety of buyers for many years. This trend is expected to continue for the foreseeable future. The use of the subject property is in conformity with the surrounding area uses.

VALUATION OF PROPERTY

PROPERTY VALUATION METHODOLOGY

The subject property will be described and valued based on the "Highest and Best Use" analysis for both "before easement" and "after easement" scenarios. The market value for each scenario follows this section. Please note that the definition of market value does not call for the estimate of value to be linked to a specific exposure time estimate, but merely that the property be exposed on the open market for a reasonable length of time, given the character of the property and its market.

PROPERTY RIGHTS APPRAISED

Before Conservation Easement - The subject property has been appraised in Fee Simple Estate. That is, a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation.*

After Conservation Easement - The subject property will then be appraised in Fee Simple Estate, subject to a conservation easement between the current owners and Dutchess Land Conservancy, Inc. The easement is a partial interest in the property. The primary purpose of the easement is to enable the property to remain in agricultural or forestry use for current and future production of food and fiber by protecting in perpetuity its agricultural and forestry values. The easement will restrict the development and subdivision capability of the property. The restriction runs with the property in perpetuity.

* Real Estate Appraisal Terminology, by Byrl N. Boyce, Ph.,D., published by Ballinger Publishing Company, Cambridge, Massachusetts, 1984. Page 102.

APPRAISAL PROCESS AND PROCEDURE

An appraisal is an opinion of value based on factual data. It is the appraiser's responsibility to gather all pertinent data regarding the property being appraised as well as that data relating to the sales selected for comparison. Professional rural appraisal requires consideration and application of three approaches to value: (1) cost approach; (2) income approach; and, (3) sales comparison approach. All three approaches rely on information derived from the marketplace.

The Cost Approach involves an analysis of the component parts of the property being appraised and an estimation of what it would cost to replace them with components of like utility in current markets. Improvements are valued based on a reproduction or replacement cost new, less depreciation. Depreciation is the loss in value caused by physical wear, functional obsolescence and/or economic obsolescence. The land resource is segregated into its market classes with each class valued based on costs found in the market. **The Cost Approach is meaningful when the property is improved and the improvements are relatively new and of typical construction. The cost approach was not completed because the buildings are older and suffer from significant depreciation – the cost approach would not be relevant in this assignment.**

The Income Approach is based on the capitalization of net earnings. The appraiser estimates annual net income based on typical use and management. Typical yields, prices and expenses are used in the process. A capitalization rate is developed in the market by using typical net returns from similar properties. The capitalization rate is derived by dividing the net income by the sales price of the sale property or by alternative methods consistent with the given market. Because not all sales occur at the same point in time, adjustments must be made to ensure that meaningful and appropriate comparisons are made. **An income approach was not completed even though the subject property could be rented. Properties like the subject are highly dependent on the decisions and ability of the owner/operator and there is a lack of sales with rental information from which to develop a capitalization rate. Based on market evidence, the property has a value above its agricultural value, even with the easement in place. Accordingly, an income approach would not be meaningful in this assignment.**

The Sales Comparison Approach is developed through a direct comparison of recently sold properties to the subject property. Each sale is compared to the unit being appraised based on a number of factors including: (1) time of sale; (2) location; (3) size; (4) land productivity; and, (5) improvements. Since no two properties are exactly alike, the comparison is made by assigning a plus or minus indication for each factor. (If the subject is better, a plus is used; if the sale is better, a minus is used). This approach to value is based on the principle of substitution which is that a prudent buyer will not pay more for an item than he would pay for a comparable item of equal utility. **The Sales Comparison Approach was developed for both the "before easement" and "after easement" scenarios. It is considered the only reliable valuation methodology for this type of property.**

VALUATION BEFORE EASEMENT

HIGHEST AND BEST USE - "BEFORE EASEMENT"

Highest and Best Use is defined as follows:

"The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future."[7] To determine highest and best use, alternative uses are subjected to four criteria. The highest and best use must be:

(1) legally permissible
(2) physically possible
(3) financially feasible
(4) maximally productive

These are normally considered sequentially. However, "it does not matter whether legal permissibility or physical possibility is addressed first, provided both are considered prior to the test of financial feasibility."[8] The opinion of such highest and best use may be based on the highest and most profitable continued use to which the property is adapted or needed, or likely to be in demand in the reasonably near future. The characteristics of the area, the neighborhood, and the property are all considered in reaching a conclusion.

Legally Permissible

The zoning designation for the subject property is residential and agricultural in nature, which allows for residential dwellings on 5-acre lots. There is limited frontage for access and subdivision, although this is a bit less important given that larger lots would be the preferred subdivision plan here. Residential use is possible given the size of the subject and that all requirements of the zoning district can be complied with.

Physically Possible

The terrain, road frontage, views and soil types would permit a variety of farm uses and/or residential subdivision possibilities. The portion of the farm with good quality soils and desirable views are obviously good areas for development.

Financially Feasible

Of the financially feasible uses, the continuation of the current farm operation is one consideration. Based on sales of similar properties over the past 10-20 years, there is some demand for agricultural properties in the area, primarily as "lifestyle farms" with the potential profitability of the farm being of secondary importance. Many lifestyle farms are smaller in acreage than the subject so subdivision into multiple parcels would be a viable possibility.

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[7] Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference (Washington, D.C., 2000) Section B-2 through B-3; 34

[8] Appraisal Institute, The Appraisal of Real Estate, Twelfth Edition (Chicago: Appraisal Institute, 2001), 307.

HIGHEST AND BEST USE - "BEFORE EASEMENT"...Cont'd.

Financially Feasible....Cont'd.

The alternative to an agricultural use is a residential use. Developers in the subject area have purchased similar properties over the years for subdivision purposes. They represent the other competition for rural properties like the subject. Most developments end up as mixed lot size subdivisions, with some open space included in the project. The quality of the land and its amenities dictates the type of subdivision. Judging from the current use of the subject and the surrounding properties, a low density subdivision would appear to be the most practical use of the subject property and it would be compatible with other property uses in the immediate area. The limiting factor would be what the Town Planning Department would allow. The assumption would be for a low density (large lot) development.

Maximally Productive

Of the financially feasible uses, a mix of agricultural and residential uses appears most practical and viable in the current market. The residential use would likely be a large lot subdivision taking advantage of the amenities and retaining some open space.

Conclusion: It is my opinion that the highest and best use of the subject property is for an unrestricted large-lot subdivision with some agricultural use likely to be retained over portions of the property.

"BEFORE EASEMENT" VALUATION

Valuation Methodology - The valuation analysis will first consider the value of the property prior to any restrictions. This establishes the "Before Easement" value. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this "Before Easement" valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both "before easement" and "after easement" valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by assigning a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was in the subject area of Dutchess County, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.

"BEFORE EASEMENT" VALUATION

Summaries of adjustments with explanations are following:

Rights Conveyed: The sale properties are observed to have similar property rights to the subject (e.g. fee simple estate, subject to typical easements of record). Accordingly, no adjustments were needed for this factor.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: The sales are considered to be arms-length transactions with no known discounts or sale concessions. They were considered to have typical buyer & seller motivations and no adjustments were needed for this factor.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly sales 3 and 4 were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sale Adjustment pages. For those sales that did not have a separate value for wetlands, half of the woodland value/acre was allocated to the subject wetlands. This has been done in all three valuation scenarios in this report.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, views, and quality/utility. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.

"BEFORE EASEMENT" VALUATION

UAAR® File # Primrose Hill /Unenc.

Sales Comparison Approach (1-5)

Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5
Grantor (Seller)		Surico Trust	Congregane	McMullan Trusts	Scharf Trust	
Grantee (Buyer)		Williams & White	Albernini	Woodseats LLC	Dutchess Reserve	
Source		RE Agent	RE Agent	RE Agent	RE Agent	
Date	Eff 05/23	04/23	04/22	11/20	11/21	
Eff Unit Size/Unit	105.95 / Acres	29	51	60	111	
Sale Price		679,000	1,125,000	2,375,000	995,000	
Finance Adjusted		Conv	Conv	Conv	Other	
CEV Price		679,000	1,125,000	2,375,000	995,000	
Road		Freedom Road	Lake Drive	Turkey Hill Rd	Pumpkin Lane	
Township		Pleasant Valley	Clinton	Milan	Clinton	
CEV Price/ Acres		23,552	22,133	39,517	8,972	
LAND AND IMPROVEMENT ADJUSTMENTS						
Land Adjustment		-2,663	-1,460	408	-418	
Impvt. Adjustment		-4,395	-3,732	-17,223	6,231	
Adjusted Price		16,494	16,941	22,702	14,785	
TIME ADJUSTMENTS						
☐ Yr ☒ Mo	Periods			1	1	
☐ Smpl ☒ Cmp	Rate			13.04	13.04	
☐ Auto ☒ Man	Time Adjustment	0	0	2,960	1,928	
	Time Adj. Price	11,251	11,389	25,662	16,713	
OTHER ADJUSTMENTS						
Size	106 Acres	Smaller	Smaller	Smaller	Similar	
	Adjustment	- -	-	-	=	
Views	Area	Superior	Inferior	Superior	Inferior	
	Adjustment	-	+	-	+	
Quality/Utility	Average/Fair	Superior	No adjustment	No adjustment	Inferior	
	Adjustment	-	=	=	+ +	
	Adjustment					
Overall		Superior	Similar	Superior	Inferior	
	Adjustment	- - - -	=	- -	+ + +	
Net Adjustments		-7,058	-5,192	-13,855	7,741	
ADJUSTED PRICE		16,494	16,941	25,662	16,713	

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

Analysis/Comments: *(Discuss positive and negative aspects of each sale as they affect value)*

Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report.

Sale 3 was given less weighting in the final analysis, as it has a superior (estate) overall appeal vs. the subject and the other sales. The indicated value is below the mean but close to the median of the range of adjusted prices.

Sales Comparison Approach Summary:

Property Basis (Value Range): $ 16,494/acre to $ 25,662/acre

Unit Basis: $ 17,000 / Acre X 105.95 Acres = $ 1,801,150.00

Multiplier Basis: $ X (multiple) = $

Sales Comparison Indication:

$ 1,800,000

"BEFORE EASEMENT" VALUATION

UAAR® File # Primrose Hill /Unenc.

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1 1 **Land Adjustment Amt. $** -2,663

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Unit	$/Unit	Total
Cropland A	11.00	20,000				23.00	20,000			460,000
Farmstead	2.00	20,000				2.00	20,000			40,000
Cropland B										
Cropland C										
Woods/Other	15.83	9,754				70.95	9,754			692,046
Wetland						10.00	4,877			48,770

Sale Land Contrib. 414,400.00 **/ Eff. Unit Size** 28.83 = 14,374 **Total** 1,240,816 **/ Eff. Unit Size** 105.95 = 11,711

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #1 1 **Improvement Adjustment Amt. $:** -4,395 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A /A	1,960	X $	135.00	=$ 264,600
	/		X $		=$
	/		X $		=$
	/		X $		=$

"BEFORE EASEMENT" VALUATION

UAAR® File # Primrose Hill /Unenc.

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2 2 **Land Adjustment Amt. $** -1,460.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A	15.00	20,000				23.00	20,000			460,000
Farmstead	2.00	20,000				2.00	20,000			40,000
Cropland B										
Cropland C										
Woods/Other	33.83	9,960				70.95	9,960			706,662
Wetland						10.00	4,980			49,800
Sale Land Contrib. 677,000.00			**/ Eff. Unit Size**	50.83	= 13,319	**Total** 1,256,462		**/ Eff. Unit Size**	105.95	= 11,859

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #2 2 **Improvement Adjustment Amt. $:** -3,731.62 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit		Contrib. Value
House	A / G	2,340	X $	175.00	=$	409,500
Site imprvts	/	1	X $	25,000.00	=$	25,000
Mach Shed	A / A	900	X $	15.00	=$	13,500
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Sale Effective Unit Size:		50.83			$	448,000
Total Improvement Value = $		8,813.69	/ Acres			

Subject Impt.	Util/Cond.	Size	X	$/Unit		Contrib. Value
House	A / A	2,435	X $	175.00	=$	426,125
Garage	A / A	672	X $	30.00	=$	20,160
Barn	F / A	3,236	X $	10.00	=$	32,360
Barn	G / A	1,200	X $	25.00	=$	30,000
Barn	F / F	480	X $	10.00	=$	4,800
Site impr.	A / A	1	X $	25,000	=$	25,000
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
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Subject Effective Unit Size:		105.95			$	538,445
Total Improvement Value = $		5,082.07	/ Acres			

This is a house, small barn and land in Clinton. The house is similar in size to the subject, with slightly better condition but an inferior appeal. Size favors the sale but views favor the subject. The sale has inferior physical access but superior soil quality than the subject.

"BEFORE EASEMENT" VALUATION

UAAR®

File # Primrose Hill /Unenc.

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3 3 **Land Adjustment Amt. $** 408.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A						23.00	17,500			402,500
Farmstead	6.00	17,500				2.00	17,500			35,000
Cropland B										
Cropland C	2.00	14,500								
Woods/Other	47.10	14,500				70.95	14,500			1,028,775
Wetland	5.00	14,500				10.00	14,500			145,000

Sale Land Contrib. 889,450.00 **/ Eff. Unit Size** 60.10 = 14,800 **Total** 1,611,275 **/ Eff. Unit Size** 105.95 = 15,208

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #3 3 **Improvement Adjustment Amt. $:** -17,222.74 / Acres

Sale Impt.	Util/Cond.	Size	X $/Unit	Contrib. Value
House	A / A	3,740	X $ 280.00	=$ 1,048,270
House	A / A	1,848	X $ 160.00	=$ 295,680
Apt. Barn	A / A	1,066	X $ 100	=$ 106,600
Site imprvts	/	1	X $35,000.00	=$ 35,000
	/		X $	=$
	/		X $	=$
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Sale Effective Unit Size:		60.10	$	1,485,550

Total Improvement Value = $ 24,717.97 / Acres

Subject Impt.	Util/Cond.	Size	X $/Unit	Contrib. Value
House	A / A	2,435	X $ 280.00	=$ 681,800
Garage	A / A	672	X $ 30.00	=$ 20,160
Barn	F / A	3,236	X $ 10.00	=$ 32,360
Barn	G / A	1,200	X $ 25.00	=$ 30,000
Barn	F / F	480	X $ 10.00	=$ 4,800
Site impr.	A / A	1	X $ 25,000	=$ 25,000
	/		X $	=$
	/		X $	=$
	/		X $	=$
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Subject Effective Unit Size:		105.95	$	794,120

Total Improvement Value = $ 7,495.23 / Acres

This is an estate property in the town of Milan. The main house on the sale is larger than the subject dwelling but also superior in appeal, so no adjustment was made. Size and views both favor the sale. The sale has inferior access but slightly better soil quality and less wetlands vs. the subject.

"BEFORE EASEMENT" VALUATION

UAAR® File # Primrose Hill /Unenc.

Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4 4 **Land Adjustment Amt. $** -418

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A						23.00	9,000			207,000
Farmstead						2.00	9,000			18,000
Cropland B										
Cropland C	7.50	9,000								
Woods/Other	103.40	8,970				70.95	8,970			636,422
Wetland						10.00	4,485			44,850
Sale Land Contrib. 995,000.00			**/ Eff. Unit Size**	110.90	= 8,972	**Total**	906,272	**/ Eff. Unit Size**	105.95	= 8,554

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #4 4 **Improvement Adjustment Amt. $:** 6,231 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$
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Sale Effective Unit Size:		110.90		$	
Total Improvement Value = $		0.00		/ Acres	

Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A / A	2,435	X $	225.00	=$ 547,875
Garage	A / A	672	X $	30.00	=$ 20,160
Barn	F / A	3,236	X $	10.00	=$ 32,360
Barn	G / A	1,200	X $	25.00	=$ 30,000
Barn	F / F	480	X $	10.00	=$ 4,800
Site impr.	A / A	1	X $	25,000	=$ 25,000
	/		X $		=$
	/		X $		=$
	/		X $		=$
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Subject Effective Unit Size:		105.95		$	660,195
Total Improvement Value = $		6,231.19		/ Acres	

This is vacant land in Clinton that is almost all woods. Size is similar to the subject but views are inferior. Soil quality and physical access are both inferior to the subject.

"BEFORE EASEMENT" VALUATION – RECONCILIATION

UAAR® File # Primrose Hill./Unenc.

Reconciliation and Opinion of Value

Summary

Cost Approach	$	N/A
Income Approach	$	N/A
Sales Comparison Approach	$	1,800,000

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly.

The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value.

The opinion of value breaks down as follows:

$650,000 for the improvements

$1,150,000 for the land:

$10,854/acre overall
$18,000/acre for the cropland and farmstead
$ 9,000/acre for the woods
$ 6,145/acre for the wetlands

Allocation of Value

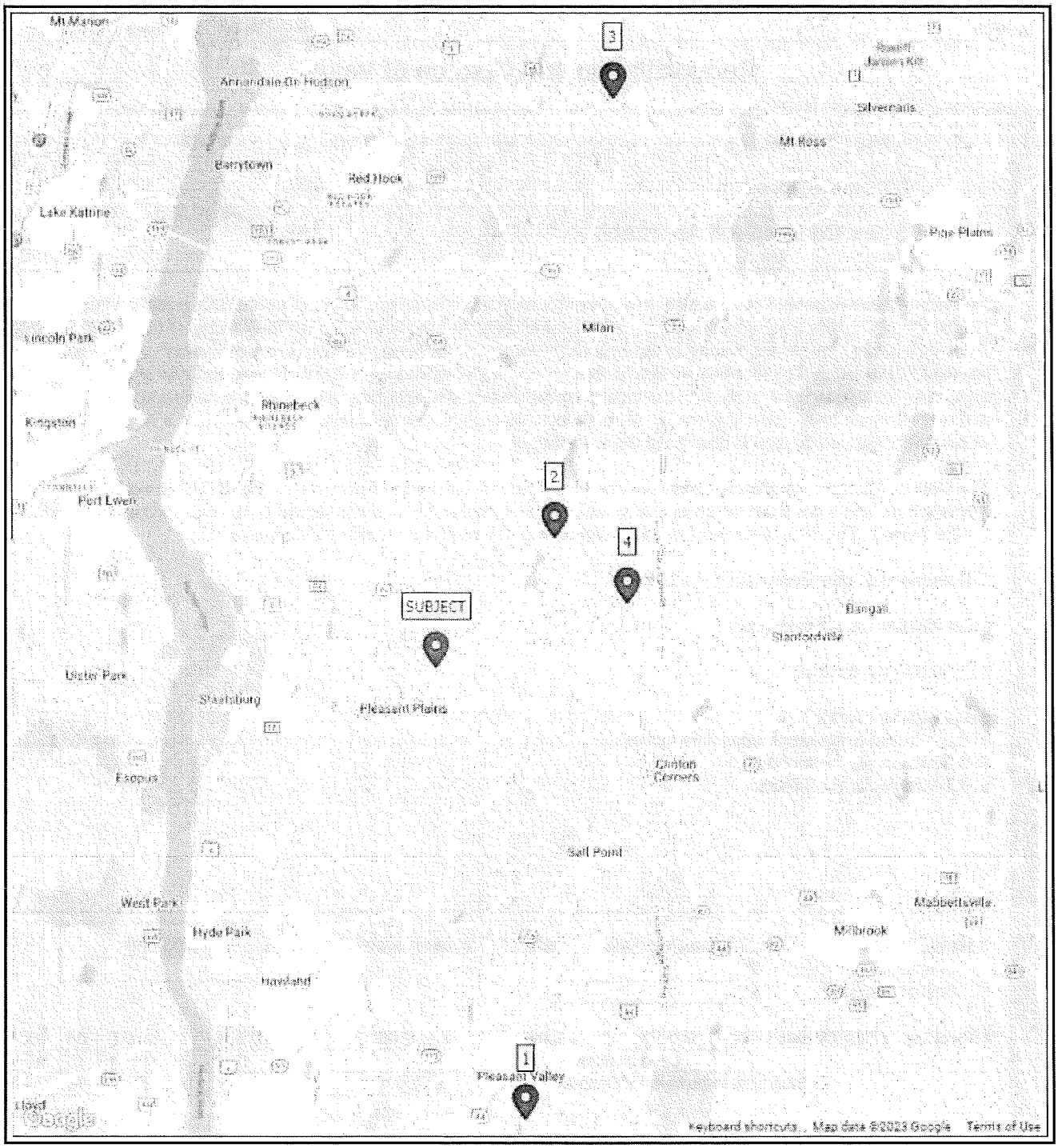
Opinion Of Value - *(Estimated Marketing Time* 6-12 *months, see attached)* $ 1,800,000

Cost of Repairs $ _____

Cost of Additions $ _____

Allocation: *(Total Deeded Units:* 105.95 *)*	Land:	$ 1,150,000	$ 10,854 / Acre	(64	%)
	Land Improvements:	$	$ 0 /	(0	%)
	Structural Improvement Contribution:	$ 650,000	$ 6,135 / Acre	(36	%)
Value Estimate of Non-Realty Items:					
	Value of Personal Property *(local market basis)*	$			
	Value of Other Non-Realty Interests:	$			
	Non-Realty Items:	$	$ 0 /	(0	%)
Leased Fee Value *(Remaining Term of Encumbrance)*		$	$ 0 /	(0	%)
Leasehold Value		$	$ 0 /	(0	%)
Overall Value		$ 1,800,000	$ 16,989 / Acre	(100	%)

Sales Location Map



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File # Primrose Hill /Unenc.

Sale Analysis

Index # 23NY027.002	**Database #** 45		**Sale #** 1		Improved Sale
Grantor	Surico Trust	Sales Price	679,000	Property Type	Rural Residential
Grantee	Williams & White	Other Contrib.		Primary Land Use	Cropland
Deeded Acres	28.83	Net Sale Price	679,000	Zoning	Ag/Res
Sale Date/DOM	04/18/23 / 256	$/Deeded Acre	23,551.86	SubZone	
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold
Prior CEV Price		% Fin. Adj.		Book/Page	22023/1218
Analysis Code	PCH	CEV Price	679,000	Block Lot	6463-03-033195
Source	RE Agent	SCA Unit Type	Acres	School District	Arlington
Motivation	Typical	Eff. Unit Size	28.83	Facility Type	
Highest & Best Use	Rural Residential	SCA $/Unit	23,551.86	Number of Stalls	
Address	938 Freedom Road	Multiplier Unit		Front Feet per Acre	35
City	Pleasant Valley	Multiplier No.		Front Feet	1000
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA4
State/Zip	NY / 12569	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Mountains	Tax ID/Recording	
Location	Pleasant Valley	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description: Seller's full name is the Frank J. Surico and Lucille J. Surico Revocable Trust. Buyer's full names are Robert & Helene Williams and Joseph & Susan White.

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Farmstead	%	2.00	Ac.	20,000.00			X $ = $	40,000
Cropland A	%	11.00	Ac.	20,000.00			X $ = $	220,000
Cropland B	%		Ac.				X $ = $	
Cropland C	%		Ac.				X $ = $	
Woodland	%	15.83	Ac.	9,754			X $ = $	154,400
Other	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		28.83	Ac.	14,374.12			X $ = $	414,400
CEV Price $	679,000	**- Land Contribution $**		414,400	**= Improvement Contribution $**			264,600

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses ____ / Stabilized G.I. ____ = Expense Ratio ____ % **Total Expenses = $**

Net Income ____ / CEV Price 679,000 = Cap Rate ____ % **Net Income = $**

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File # Primrose Hill /Unenc.

Index # 23NY027.002 **Database #** 45 **Sale #** 1

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House									
Size	1,960									
Unit	Sq Ft									
Utility	A									
Condition	A									
Age	26									
Remaining Life	39									
RCN/Unit	225.00									
RCN	441,000									
% Physical Depreciation	40									
RCN Remainder After Phys. Depr.	264,600									
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	264,600									
% External Obsolescence										
Total Impt. Contribution	264,600									
Contribution $/Unit	135.00									

Physical Depreciation 40 % Functional Obsolescence ____ % External Obsolescence ____ % Total Depreciation 40 %

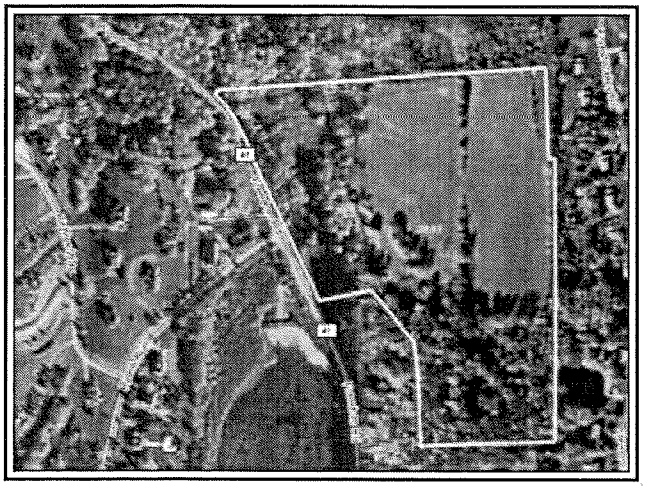
Total RCN $ 441,000 Total Improvement Contribution: $ 264,600 Improvement As % of Price 39 %

Comments

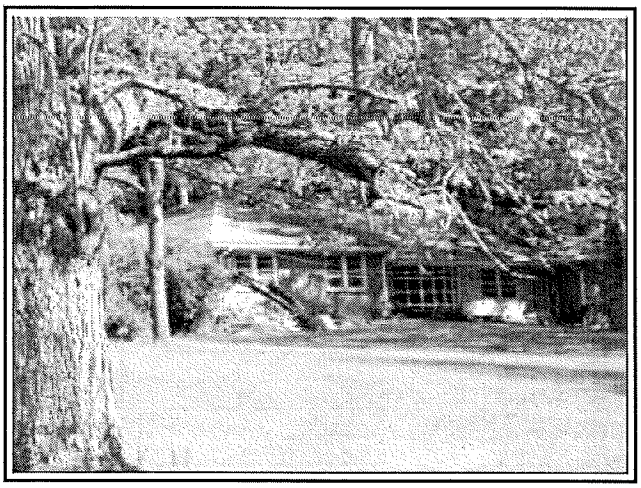
This is a house and land in the town of Pleasant Valley. The house is a 1968 Ranch with four bedrooms and 2.1 baths. As per the Realtor, it needed renovation but was structurally sound - the pictures bear this out. She also indicated the buyers moved in immediately upon closing. There are two fireplaces and a variety of flooring. There is an attached 2-car garage and a good sized storage shed attached to that. The building location is quiet and private, set well back and up from the road. The listing indicates there are Catskill Mountain views from the house.

There is about 1,000' of frontage, so physical access is very good. About 11 acres are open and in hay. 92% of the soils are well drained Bernardston silt loam (8-15% slope/class III, 3-8%/II, 15-25%/IV, 25-45%/VII). 6% are moderately well drained Pittstown silt loam (3-8%/II). The balance is somewhat excessively drained Nassau-Cardigan, very rocky (hilly/VII). All are shallow to densic material. Topography is a general slope up from the road, with not much in the way of level areas but also no steep slopes. There is less than one acre each of Federal (NWI) wetlands and flood zone A, both along the road frontage. There are no NYS DEC wetlands.

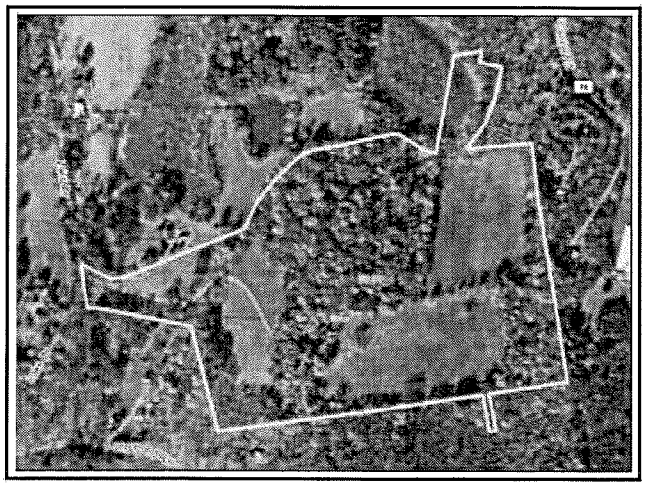
The property was listed for $689,000 and was not reduced. It sold after 256 DOM. HBU is for residential subdivision, as the frontage makes subdivision quite feasible.



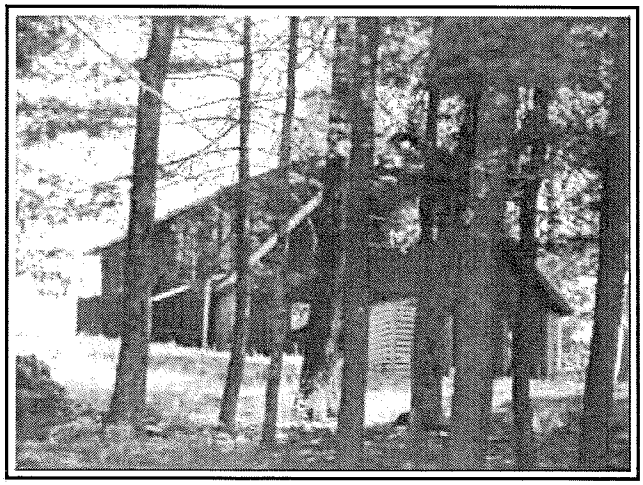
Sale 1 - Aerial Photo



Sale 1 - House



Sale 2 - Aerial Photo



Sale 2 - House

UAAR®

File # Primrose Hill./Unenc.

Sale Analysis

Index # 22NY027.013		**Database #** 34		**Sale #** 2	Improved Sale
Grantor	Congregane	Sales Price	1,125,000	Property Type	Rural Residential
Grantee	Alberinni	Other Contrib.		Primary Land Use	Residential
Deeded Acres	50.83	Net Sale Price	1,125,000	Zoning	Ag/Res
Sale Date/DOM	04/06/22 / 110	$/Deeded Acre	22,132.60	SubZone	
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold
Prior CEV Price		% Fin. Adj.		Book/Page	22022/1396
Analysis Code	PCH	CEV Price	1,125,000	Block Lot	6469-00-265074
Source	RE Agent	SCA Unit Type	Acres	School District	Rhinebeck
Motivation	Typical	Eff. Unit Size	50.83	Facility Type	
Highest & Best Use	Rural Residential	SCA $/Unit	22,132.60	Number of Stalls	
Address	296 Lake Drive	Multiplier Unit		Front Feet per Acre	2
City	Rhinebeck	Multiplier No.		Front Feet	123
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA4
State/Zip	NY / 12572	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Farmstead	%	2.00	Ac.	20,000.00			X $ = $	40,000
Cropland A	%	15.00	Ac.	20,000.00			X $ = $	300,000
Cropland B	%		Ac.				X $ = $	
Cropland C	%		Ac.				X $ = $	
Woodland	%	33.83	Ac.	9,960			X $ = $	337,000
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		50.83	Ac.	13,317.86			X $ = $	677,000

CEV Price $ 1,125,000 - **Land Contribution $** 677,000 = **Improvement Contribution $** 448,000

Income Analysis

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 1,125,000 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill /Unenc.

Index # 22NY027.013 **Database #** 34 **Sale #** 2

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Site improvts	Mach Shed							
Size	2,340	1	900							
Unit	Sq Ft		Sq Ft							
Utility	A		A							
Condition	G		A							
Age	20		25							
Remaining Life	45		25							
RCN/Unit	250.00	25,000.00	30.00							
RCN	585,000	25,000	27,000							
% Physical Depreciation	30		50							
RCN Remainder After Phys. Depr.	409,500	25,000	13,500							
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	409,500	25,000	13,500							
% External Obsolescence										
Total Impt. Contribution	409,500	25,000	13,500							
Contribution $/Unit	175.00	25,000.00	15.00							

Physical Depreciation 30 % Functional Obsolescence ____ % External Obsolescence ____ % Total Depreciation 30 %

Total RCN $ 637,000 Total Improvement Contribution: $ 448,000 Improvement As % of Price 40 %

Comments

This is a house, small barn and land in the town of Clinton. The house is a 1982 Contemporary Cape with two bedrooms and two baths. It is of post and beam construction with lots of exposed wood. There is a 2-sided stone fireplace, central air, and a variety of flooring. It looks quite nice inside. The barn is a three-sided machinery shed. Site improvements include a long dirt driveway, whole house generator, and some decent landscaping. The building location is very quiet and private.

There is only 123' of frontage, so physical access is very limited. About 15 acres are open and are listed as "cleared pasture". The MLS indicates that 23 acres of woods are in the Fischer Forest Act, but the Realtor indicated this had no impact on the price. 95% of the soils are well or somewhat excessively drained and include Stockbridge-Farmington (class III or IV), Farmington-Galway (VI or VII), and Hoosic (III). Poorly drained soils include Sun (IV) and Natchaug (V). Topography is a general slope down from the high spot on the south side, with not much in the way of level areas but also not many steep slopes. The house is near the highest point on the property. There are less than two acres of Federal (NWI) wetlands, no NYS DEC wetlands, and .29 acres of flood zone A.

The property was listed for $1,200,000 and was not reduced. It sold after 110 DOM. HBU is as an oversized residential lot, as the limited frontage would make subdivision very difficult.

UAAR®

File # Primrose Hill /Unenc.

Index # 20NY027.029 **Database #** 40 **Sale #** 3 Improved Sale

Sale Analysis

Grantor	McMullan Trusts	Sales Price	2,375,000	Property Type	Estate
Grantee	Woodseats LLC	Other Contrib.		Primary Land Use	Residential
Deeded Acres	60.10	Net Sale Price	2,375,000	Zoning	Agricultural
Sale Date/DOM	11/13/20 / 126	$/Deeded Acre	39,517.47	SubZone	A3A
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold
Prior CEV Price		% Fin. Adj.		Book/Page	22020/4793
Analysis Code	PCH	CEV Price	2,375,000	Block Lot	6473-00-797586
Source	RE Agent	SCA Unit Type	Acres	School District	Red Hook
Motivation	Typical	Eff. Unit Size	60.10	Facility Type	
Highest & Best Use	Country Estate	SCA $/Unit	39,517.47	Number of Stalls	
Address	915 Turkey Hill Road	Multiplier Unit		Front Feet per Acre	30.6
City	Red Hook	Multiplier No.		Front Feet	1842
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA1
State/Zip	NY / 12571	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Pastoral	Tax ID/Recording	
Location	Milan	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Land Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type		$/Unit		Total Unit Value
Farmstead	%	6.00	Ac.	17,500.00			X $		= $	105,000
Cropland A	%		Ac.				X $		= $	
Cropland B	%		Ac.				X $		= $	
Cropland C	%	2.00	Ac.	14,500.00			X $		= $	29,000
Woodland	%	47.10	Ac.	14,500			X $		= $	682,950
Water	%	5.00	Ac.	14,500.00			X $		= $	72,500
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
Totals		60.10	Ac.	14,799.50			X $		= $	889,450

CEV Price $ 2,375,000 **- Land Contribution $** 889,450 **= Improvement Contribution $** 1,485,550

Income Analysis

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

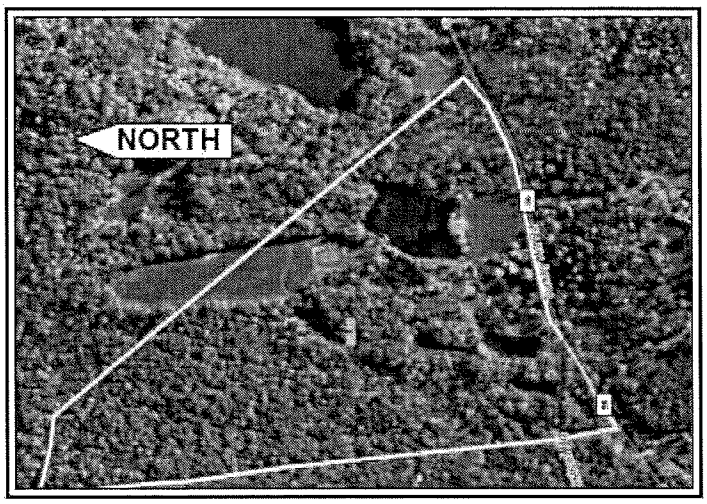
Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 2,375,000 = Cap Rate % **Net Income = $**

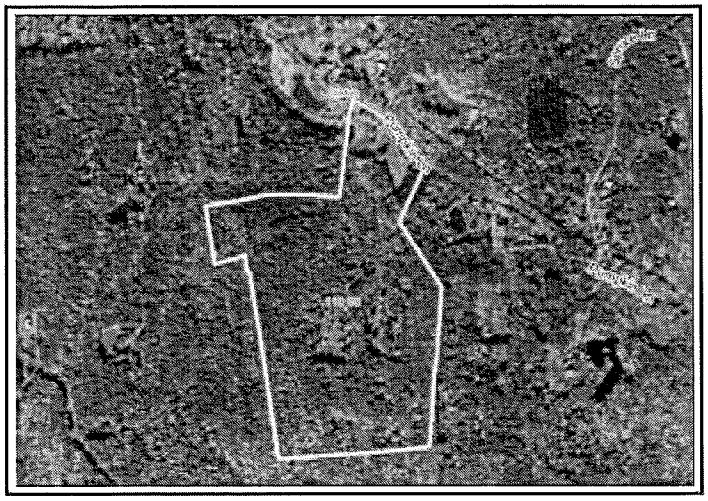
RIGHT: Sale 3 - Aerial Photo





LEFT: Sale 3 - Main House

RIGHT: Sale 4 - Aerial Photo



UAAR®

File # Primrose Hill./Unenc.

Property Facts

Index # 21NY027.035		**Database #** 11		**Sale #** 4	
Grantor	Scharf Trust	Sales Price	995,000	Property Type	Rural Residential
Grantee	Dutchess Reserve LLC	Other Contrib.		Primary Land Use	Vacant Land
Deeded Acres	110.90	Net Sale Price	995,000	Zoning	Ag/Res
Sale Date/DOM	11/15/21 / 85	$/Deeded Acre	8,972.05	SubZone	AR5A
Prior Sale Date		Financing	Other	Dev Rights	Not Sold
Prior CEV Price		% Fin. Adj.		Book/Page	2021/5746
Analysis Code	DFK	CEV Price	995,000	Block Lot	6568-00-017281
Source	RE Agent	SCA Unit Type	Acres	School District	Pine Plains
Motivation	Typical	Eff. Unit Size	110.90	Facility Type	
Highest & Best Use	Rural Residential	SCA $/Unit	8,972.05	Number of Stalls	
Address	Pumpkin Lane	Multiplier Unit		Front Feet per Acre	9.25
City	Clinton	Multiplier No.		Front Feet	1026
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA5
State/Zip	NY / 12514	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Clinton	Utilities	On Road	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Land Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Cropland A	%		Ac.				X $ = $	
Farmstead	%		Ac.				X $ = $	
Cropland B	%		Ac.				X $ = $	
Cropland C	%	7.50	Ac.	9,000.00			X $ = $	67,500
Woods/Other	%	103.40	Ac.	8,970			X $ = $	927,500
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		110.90	Ac.	8,972.03			X $ = $	995,000
CEV Price $	995,000	**- Land Contribution $**			995,000	**= Improvement Contribution $**		

Cost/Income

Cost and Depreciation Summary

Physical Depreciation ____% Functional Obsolescence ____% External Obsolescence ____% Total Depreciation ____%

Total RCN $ ____ Total Improvement Contribution: $ ____ Improvement As % of Price ____%

Income Summary

Summary Total Expenses ____ / Stabilized G.I. ____ = Expense Ratio ____ %**Total Expenses = $** ____

Net Income ____ / CEV Price 995,000 = Cap Rate ____ % **Net Income = $** ____

Comments

Sale of a vacant land parcel totaling 110.9 acres which has some open land along the road. There is a utility easement on the property which allows the property owner to cross it so there is no impact to value.

There are four different soil types on the property. In decreasing order of prevalence: Shallow, somewhat excessively drained Nassau-Cardigan complex, very rocky, 61.7% (Class VI, rolling slopes), 7.9% (VII, Hilly). Next is a deep, poorly drained Sun silt loam, 17.2% (IV, Level). Deep, somewhat poorly drained Massena silt loam, 9.0% (III, 3-8%). Last is a Shallow Nassau-Rock outcrop complex, 4.2% (VII, Steep). There are 5.49 acres of the property which are considered federal wetlands, there are no NYS DEC wetlands. The property is not in a FEMA flood zone. There are rolling slopes with some steep slopes. There is 159.8 feet from the highest to the lowest point on the property. Physical access is a bit limited, as the frontage is relatively short.

The property was listed for $1,109,100 and was not reduced. The property sold for $995,000 after 85 DOM. HBU is oversized rural residential lots.

VALUATION AFTER EASEMENT

HIGHEST AND BEST USE - "AFTER EASEMENT"

The property is now valued hypothetically with a deeded conservation easement. For this "After Easement" valuation, a thorough review of the easement and the extent to which it affects current and alternative future uses of the property must be made. In this case the subject property is the same physical property as in the "Before Easement" scenario so the site and neighborhood descriptions are identical. Therefore, the same criteria used to evaluate the property "as is" apply in the "as encumbered" situation.

The Highest and Best use definition in the "After Easement" scenario is the same as the "Before Easement" scenario, previously discussed.

The most significant easement terms are as follows. Please see the map on page 68 for further details.

- Subdivision will be prohibited.
- There will be a 6-acre Split Farmstead Area, with one part including the existing buildings and the other part in a wooded area at the south end of the property.
- About 74 acres are the Farm Area and 25.886 acres (on the east side of the largest section) is the Resource Protection Area.
- Within the Farmstead Area there can be one principal residence not to exceed 4,000 sf Footprint Area and two accessory residences (guest/tenant/farm manager) not to exceed 1,500 sf Footprint Area each, with no limit on number accessory apartments or farm labor housing (which also are limited to 1,500 sf Footprint Area each). Also allowed in the Farmstead Area are two cabins for short-term rental, not to exceed a 500 sf Footprint Area for each.
- Agricultural structures are allowed without limits in the Farmstead Areas.
- Mining and excavation are prohibited other than excavation for new construction.

Legally Permissible:

The property is being valued with a deeded conservation easement. This restriction does not allow for personal residential use other than in the designated Farmstead Areas (A/K/A Farmstead Complexes or Building Envelopes). Most non-residential buildings allowed are primarily agriculture related. Additional restrictions apply to subdivision or alternative land uses. Other than the Farmstead Areas, the rest of the property will be designated as a "Farm Area" and a "Resource Protection Area". Additional restrictions apply to uses in these areas. Town zoning restrictions would still apply to the property but it is assumed that most uses permitted by the easement will also be allowed under the current zoning.

Physically Possible:

The subject property is suitable for the current agriculture use, with the open land devoted to meadows, Christmas trees or hay fields. Residential subdivision is prohibited by the easement.

Financially Feasible:

There are some aspects and assumptions about the property that are important in determining the highest and best use with the impending easement in place:

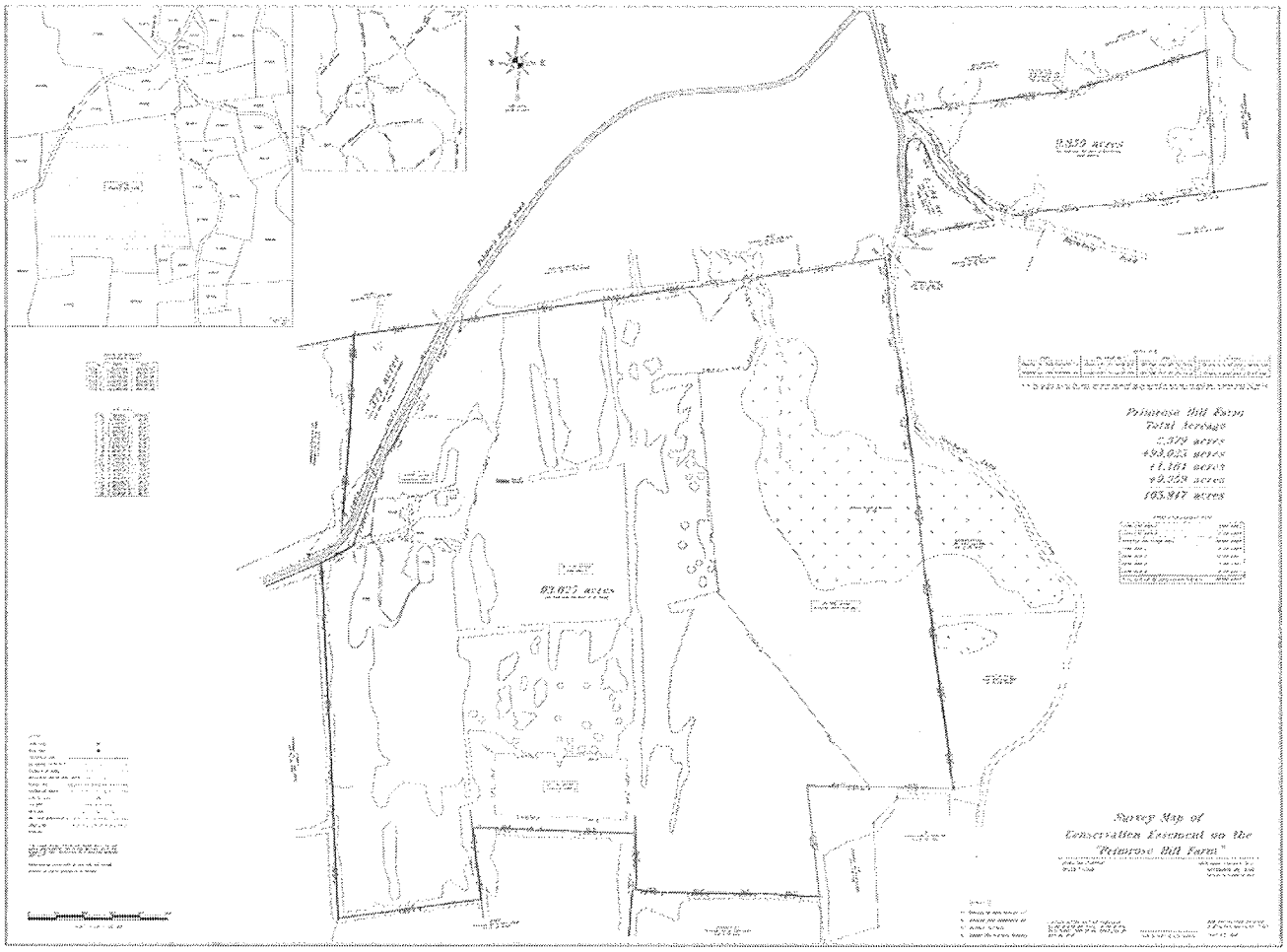
- The land in farm use is suitable for continued agricultural use. There should be some demand for this type of farm in the area for the foreseeable future. It is likely that the current use would continue in a restricted state since it can't be developed or subdivided and would benefit from an agricultural assessment value. An agricultural use keeps the land in production and provides a nice working landscape.
- A rural recreational use (i.e. hunting, horseback riding, skiing, etc.) is another possibility. The conservation easement does have restrictions against some recreational uses as well. A rural recreational use is a viable option but does not necessarily add much to the value. My research has not shown that buyers pay a premium for recreational properties.
- The best sales to draw a conclusion for the highest & best use are farms or rural properties with agricultural acreage sold with similar conservation easements. These sales support a continued farm use of the property. They provide a good indication of value and illustrate that there is resale potential for similar properties with conservation easements.

Maximally Productive:

The restrictions imposed by the Conservation Easement set the parameters for the potential uses of the subject. The maximally productive use would follow the intent of the conservation easement, for continued agricultural, forestry and recreational use.

Conclusion - After considering the physical aspects of the property and the uses allowed by the conservation easement, it is the appraiser's opinion that as of the date of appraisal, after imposition of the conservation easement, the Highest and Best Use of the subject property is for continued agricultural, forestry and recreational use.

EASEMENT MAP OF PROPERTY



"AFTER EASEMENT" VALUATION

The "highest and best use" analysis defines the parameters needed to estimate the market value of the subject property with a conservation easement. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this "After Easement" valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both "before easement" and "after easement" valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

In applying the sales comparison approach, two types of comparable sales were researched for comparison purposes. The first group includes sales of properties that have similar restrictions against development. Essentially, these are sales of properties with conservation easements or restrictions allowing very limited residential use. My experience has shown that the demand and competition for farm properties like the subject is not confined to the immediate area. Given the limited number of easement encumbered sales in the subject area, the search for comparable sales required a wide radius. The sales selected are from the general subject area. The second group analyzed were farms and rural properties with very limited development potential due to physical issues. In this analysis all sales are encumbered by conservation easements.

Three sales were selected for a comparison to the subject property. All are improved, but other than houses the sale improvements don't provide much of an indication of value for the subject buildings. The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by applying a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was in the subject area of Dutchess County, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.

"AFTER EASEMENT" VALUATION

Summaries of adjustments are explained below. Many of the adjustment factors mirror those in the "before easement" scenario.

Rights Conveyed: The sales have similar property rights as the subject (e.g. easement encumbered fee simple estate). Therefore, an adjustment for this element was not necessary.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: No adjustments were recognized for conditions of sale. They are all confirmed to be arms-length transactions with no known discounts or sale concessions. All are considered to have typical buyer & seller motivations.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly sales 2 and 3 were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sales Adjustment pages.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, location, quality/utility, and easement differences. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.

"AFTER EASEMENT" VALUATION

UAAR® File # Primrose Hill/Enc.

Sales Comparison Approach (1-5)

Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4	Sale #5
Grantor (Seller)		Coleman	Murphy	DLC		
Grantee (Buyer)		Dawber + Levinson	Fitzgerald & Millares	Megill + Zelman		
Source		RE Agent	RE Agent	RE Agent		
Date	Eff 05/23	07/22	05/21	12/21		
Eff Unit Size/Unit	105.95 / Acres	67	62	110		
Sale Price		1,450,000	629,000	705,000		
Finance Adjusted		Cash	Conv	Other		
CEV Price		1,450,000	629,000	705,000		
Road		Hollow Road	Willow Lane	Route 82		
Township		Clinton	Clinton	Washington		
The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.						
CEV Price/ Acres		21,642	10,178	6,427		
LAND AND IMPROVEMENT ADJUSTMENTS						
Land Adjustment		-239	551	-629		
Impvt. Adjustment		-9,752	-886	5,559		
Adjusted Price		11,651	9,843	11,357		
TIME ADJUSTMENTS						
☐ Yr ☒ Mo	Periods		1	1		
☐ Smpl ☒ Cmp	Rate		13.04	13.04		
☐ Auto ☒ Man	Time Adjustment	0	1,284	1,481		
	Time Adj. Price	11,651	11,127	12,838		
OTHER ADJUSTMENTS						
Size	106 Acres	Smaller	Smaller	Similar		
	Adjustment	-	-	=		
Location	Average	Similar	Similar	Superior		
	Adjustment	=	=	-		
Quality/Utility	Average/Fair	No adjustment	Inferior	Inferior		
	Adjustment	=	+	+		
Easement Terms	1 Prim Res/No Subd	Inferior	Superior	Similar		
	Adjustment	+	- -	=		
Overall		Similar	Superior	Similar		
	Adjustment	=	- -	=		
Net Adjustments		-9,991	949	6,411		
ADJUSTED PRICE		11,651	11,127	12,838		

Analysis/Comments: *(Discuss positive and negative aspects of each sale as they affect value)*

Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report.

Sale 3 was given less weighting in the final analysis, as it has a superior (estate) overall appeal vs. the subject and the other sales. The indicated value is below the mean but close to the median of the range of adjusted prices.

Sales Comparison Approach Summary:

Property Basis (Value Range): $ 11,127/acre to $ 12,838/acre

Unit Basis: $ 11,500 / Acre X 105.95 Acres = $ 1,218,425.00

Multiplier Basis: $ X (multiple) = $

Sales Comparison Indication:

$ 1,218,000

"AFTER EASEMENT" VALUATION

UAAR® File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1 1 **Land Adjustment Amt. $** -239

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Unit	$/Unit	Total
Cropland A						23.00	9,000			207,000
Farmstead	5.00	9,000				6.00	9,000			54,000
Cropland B										
Cropland C	13.50	9,000								
Woods/Other	48.50	4,860				66.95	4,860			325,377
Wetland						10.00	2,430			24,300

Sale Land Contrib. 402,225.00 **/ Eff. Unit Size** 67.00 = 6,003 **Total** 610,677 **/ Eff. Unit Size** 105.95 = 5,764

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #1 1 **Improvement Adjustment Amt. $:** -9,752 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	G	/G 5,228	X $	175.00	=$ 914,900
Stable	A	/A 4,315	X $	25.00	=$ 107,875
Site imprvts		/ 1	X $	25,000.00	=$ 25,000
		/	X $		=$
		/	X $		=$
		/	X $		=$

"AFTER EASEMENT" VALUATION

UAAR® File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2 2 **Land Adjustment Amt. $** 551.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A						23.00	10,000			230,000
Farmstead	9.00	10,000				6.00	10,000			60,000
Cropland B										
Cropland C										
Woods/Other	52.80	4,164				66.95	4,164			278,780
Wetland						10.00	2,082			20,820
Sale Land Contrib. 309,880.00			**/ Eff. Unit Size**	61.80	= 5,014	**Total**	589,600	**/ Eff. Unit Size**	105.95	= 5,565

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #2 2 **Improvement Adjustment Amt. $:** -886.07 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A / G	2,208	X $	140.00	=$ 309,120
Site imprvts	/	1	X $	10,000.00	=$ 10,000
	/		X $		=$
	/		X $		=$
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Sale Effective Unit Size:		61.80		$	319,120
Total Improvement Value = $		5,163.75	/ Acres		

Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A / A	2,435	X $	140.00	=$ 340,900
Garage	A / A	672	X $	30.00	=$ 20,160
Barn	F / A	3,236	X $	10.00	=$ 32,360
Barn	G / A	1,200	X $	25.00	=$ 30,000
Barn	F / F	480	X $	10.00	=$ 4,800
Site impr.	A / A	1	X $	25,000	=$ 25,000
	/		X $		=$
	/		X $		=$
	/		X $		=$
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Subject Effective Unit Size:		105.95		$	453,220
Total Improvement Value = $		4,277.68	/ Acres		

This is a house and land in Clinton. The house is a bit smaller than the subject dwelling but also slightly better in condition and appeal. Size favors the sale but soil quality favors the subject. The sale easement allows one subdivision, two building envelopes and two primary residences - this is a distinct advantage vs. the subject.

"AFTER EASEMENT" VALUATION

UAAR® File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3 3 **Land Adjustment Amt. $** -629.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A						23.00	8,000			184,000
Farmstead	5.00	8,000				6.00	8,000			48,000
Cropland B										
Cropland C	37.70	8,000								
Woods/Other	67.00	4,323				66.95	4,323			289,425
Wetland						10.00	2,161			21,610
Sale Land Contrib. 631,250.00	**/ Eff**		**Unit Size**	109.70	= 5,754	**Total**	543,035	**/ Eff. Unit Size**	105.95	= 5,125

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #3 3 **Improvement Adjustment Amt. $:** 5,558.90 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
Barn	A	A 3,400	X $	18.75	=$ 63,750	House	A	A 2,435	X $	225.00	=$ 547,875
Site imprvts		1	X $	10,000.00	=$ 10,000	Garage	A	A 672	X $	30.00	=$ 20,160
			X $		=$	Barn	F	A 3,236	X $	10.00	=$ 32,360
			X $		=$	Barn	G	A 1,200	X $	25.00	=$ 30,000
			X $		=$	Barn	F	F 480	X $	10.00	=$ 4,800
			X $		=$	Site impr.	A	A 1	X $	25,000	=$ 25,000
			X $		=$				X $		=$
			X $		=$				X $		=$
			X $		=$				X $		=$
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Sale Effective Unit Size:		109.70		$	73,750	Subject Effective Unit Size:		105.95		$	660,195
Total Improvement Value = $		672.29	/	Acres		**Total Improvement Value = $**		6,231.19	/	Acres	

This is a barn and land in Washington. Location favors the sale, with historically higher prices in Washington vs. Clinton. This advantage is partly offset by the sale being on a state road, vs. the subject's more private location. The sale has inferior overall soil quality and a significant area of class A flood zone.

"AFTER EASEMENT" VALUATION – RECONCILIATION

UAAR® File # Primrose Hill/Enc.

Reconciliation and Opinion of Value

Summary

Cost Approach	$	N/A
Income Approach	$	N/A
Sales Comparison Approach	$	1,218,000

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly.

The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value.

The opinion of value breaks down as follows:

$650,000 for the improvements

$568,000 for the land:

$5,361/acre overall
$9,000/acre for the cropland and farmstead
$4,500/acre for the woods
$2,373/acre for the wetlands

Allocation of Value

Opinion Of Value - *(Estimated Marketing Time* 6-12 *months, see attached)* $ 1,218,000

Cost of Repairs $ _____

Cost of Additions $ _____

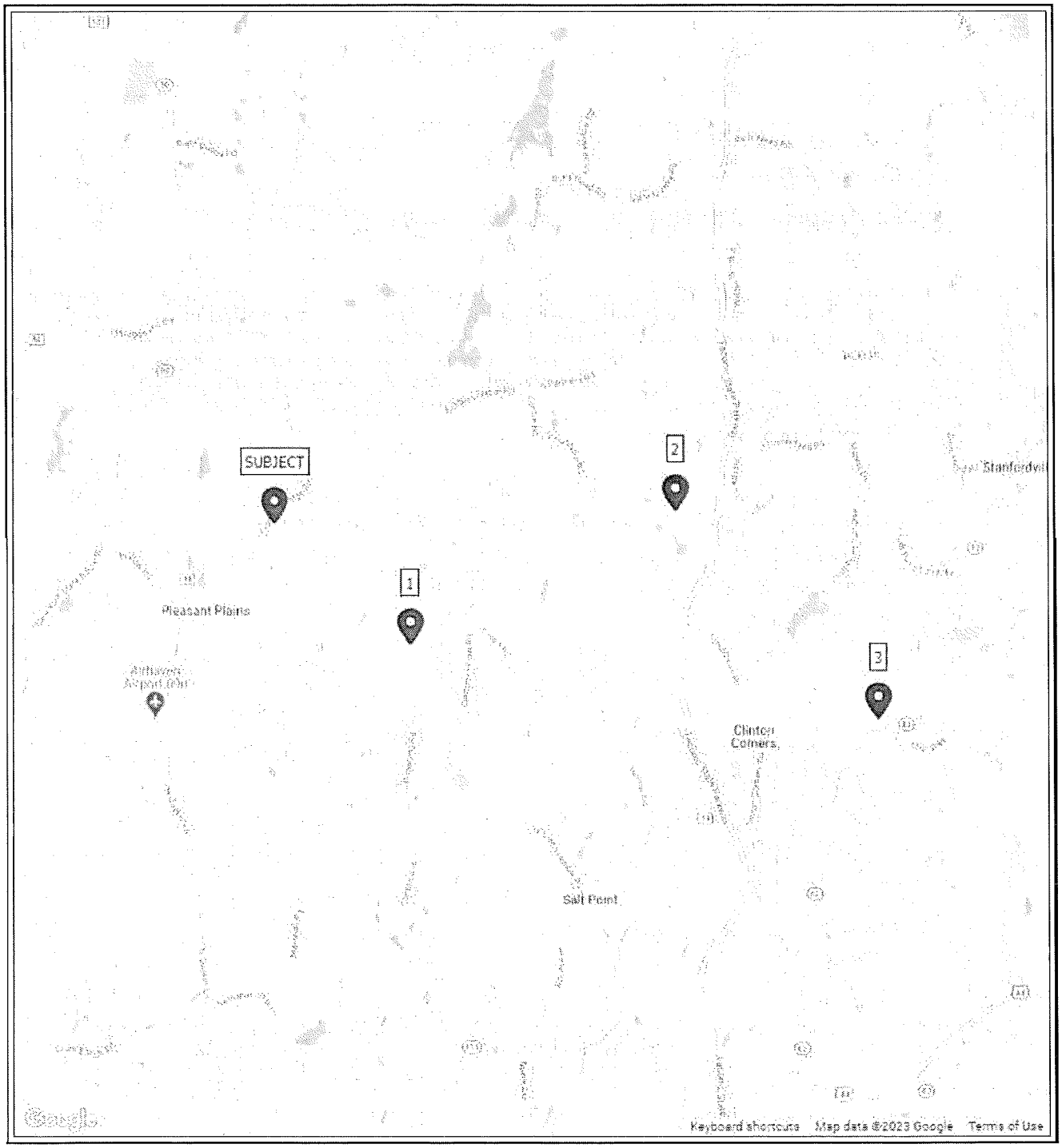
Allocation: *(Total Deeded Units:* 105.95 *)*

Land:	$ 568,000	$ 5,361 /	Acre (47	%)
Land Improvements:	$	$ 0 /	(0	%)
Structural Improvement Contribution:	$ 650,000	$ 6,135 /	Acre (53	%)

Value Estimate of Non-Realty Items:

Value of Personal Property *(local market basis)*	$			
Value of Other Non-Realty Interests:	$			
Non-Realty Items:	$	$ 0 /	(0	%)
Leased Fee Value *(Remaining Term of Encumbrance)*	$	$ 0 /	(0	%)
Leasehold Value	$	$ 0 /	(0	%)
Overall Value	$ 1,218,000	$ 11,496 /	Acre (100	%)

Location Map



UAAR®

File # Primrose Hill/Enc.

Sale Analysis

Index # 22NY027.006	**Database #** 48		**Sale #** 1		Improved Sale
Grantor	Coleman	Sales Price	1,450,000	Property Type	Equine
Grantee	Dawber + Levinson	Other Contrib.		Primary Land Use	Horses
Deeded Acres	67.00	Net Sale Price	1,450,000	Zoning	Ag/Res
Sale Date/DOM	07/12/22 / 43	$/Deeded Acre	21,641.79	SubZone	AR-3
Prior Sale Date		Financing	Cash	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	2022-3042
Analysis Code	DFK	CEV Price	1,450,000	Block Lot	6367-00-804176
Source	RE Agent	SCA Unit Type	Acres	School District	Hyde Park
Motivation	Typical	Eff. Unit Size	67.00	Facility Type	Boarding
Highest & Best Use	Country Estate	SCA $/Unit	21,641.79	Number of Stalls	11
Address	745 Hollow Road	Multiplier Unit		Front Feet per Acre	36.4
City	Clinton Corners	Multiplier No.		Front Feet	2436
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA2
State/Zip	NY / 12580	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Site/Land Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type		$/Unit		Total Unit Value
Farmstead	%	5.00	Ac.	9,000.00			X $		= $	45,000
Cropland A	%		Ac.				X $		= $	
Cropland B	%		Ac.				X $		= $	
Cropland C	%	13.50	Ac.	9,000.00			X $		= $	121,500
Woodland	%	48.50	Ac.	4,860.00			X $		= $	235,725
Other	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
Totals		67.00	Ac.	6,003.13			X $		= $	402,225
CEV Price $	1,450,000	**- Land Contribution $**		402,225	**= Improvement Contribution $**					1,047,775

Income Analysis

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 1,450,000 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc.

Index # 22NY027.006 **Database #** 48 **Sale #** 1

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Stable	Site imprvts							
Size	5,228	4,315	1							
Unit	Sq Ft	Sq Ft								
Utility	G	A								
Condition	G	A								
Age	20	25								
Remaining Life	45	25								
RCN/Unit	250.00	50.00	25,000.00							
RCN	1,307,000	215,750	25,000							
% Physical Depreciation	30	50								
RCN Remainder After Phys. Depr.	914,900	107,875	25,000							
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	914,900	107,875	25,000							
% External Obsolescence										
Total Impt. Contribution	914,900	107,875	25,000							
Contribution $/Unit	175.00	25.00	25,000.00							

Physical Depreciation 32 % Functional Obsolescence ____ % External Obsolescence ____ % Total Depreciation 32 %

Total RCN $ 1,547,750 Total Improvement Contribution: $ 1,047,775 Improvement As % of Price 72 %

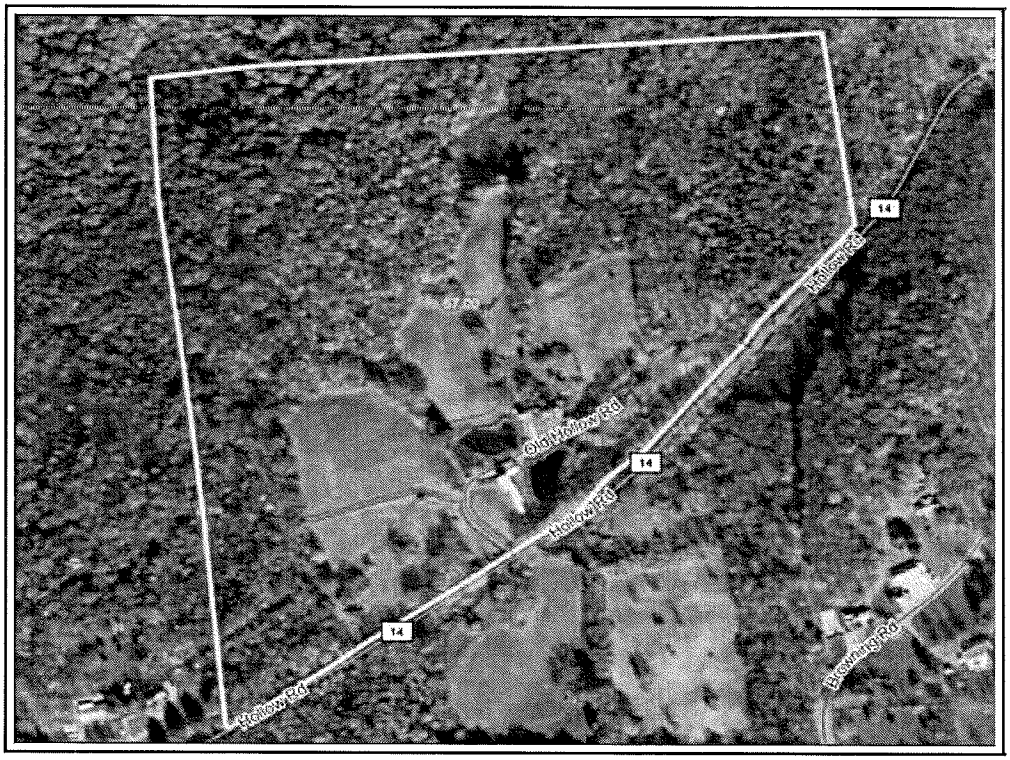
Comments

The sale of a farmette which has a horse barn on it. There is a single family residence which was built in 1780. The property is subject to a Winnakee Land Trust easement that is quite restrictive. No new additional principal residential structures are permitted, normal accessory structures (e.g. pools, garages, tennis courts) are permitted only in the building envelope or accessory building area, no mobile homes or house trailers are permitted, agricultural structures (including equestrian facilities) may be constructed but only on the existing barn footprints, agricultural fields may be used for agricultural purposes or must at a minimum be mowed at least once annually, and the property can't be further subdivided.

There are multiple soil types on the property. The most common is a well drained Dutchess-Cardigan complex, 45.2% (III, Rolling), 8.7% (IV, Hilly). Next is a somewhat excessively drained Nassau-Cardigan complex, very rocky, 27.0% (VII, hilly), 6.8% (VI, rolling). There is no drainage class for the Nassau-Rock outcrop complex, 9.8% (VII, Steep). The only very poorly drained soil is a Natchaug muck, 1.6% (V, 0-2%). The last soil is a poorly drained Sun Silt loam, .9% (IV, Level). There are 4.78 acres of federal wetlands, there are no NYS DEC wetlands and no flood zones. There is no pattern in regards to topography, the west side is where the property is the highest. There is 198.5 ft of difference from the highest to the lowest point. Most of the property is open land which is used as pasture. The woodland on the property is preserved by the Fisher Forest Act. There are two ponds on the farmstead which makes for a nice setting. There is long frontage and good internal access.

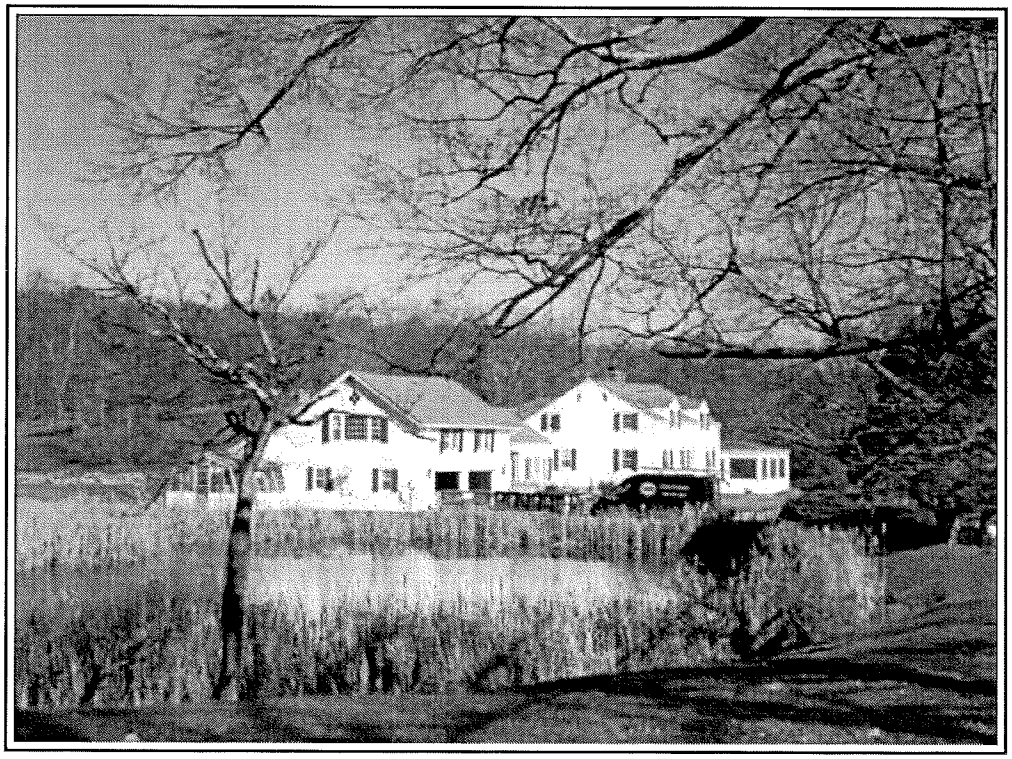
The residence is a single family with 4 bedrooms, 4 bathrooms and 5288 sqft. There are multiple different flooring types. Throughout the residence it has been updated while keeping the "old charm" as some rooms have wide board wood floors. There is an attached garage which has a bedroom overhead. There is a horse barn on the property which was built in stages and has 11 stalls. This is an older, post and beam structure. Site improvements include paddock fencing and some nice landscaping

The property was listed for $1,435,000 and was on the market for 43 days. This was originally part of a 175-ace parcel with the balance across the road. The entire parcel sold for $1,600,000 in 2014. Winnakee Land Trust must have consented to a subdivision that allowed the 2022 sale of the portion north of the road.



ABOVE: Sale 1 - Aerial Photo

BELOW: Sale 1 - House



UAAR®

File # Primrose Hill/Enc.

Sale Analysis

Index # 21NY027.032		**Database #** 47		**Sale #** 2	Improved Sale
Grantor	Murphy	Sales Price	629,000	Property Type	Rural Residential
Grantee	Fitzgerald & Millares	Other Contrib.		Primary Land Use	Residential
Deeded Acres	61.80	Net Sale Price	629,000	Zoning	Ag/Res
Sale Date/DOM	05/21/21 / 669	$/Deeded Acre	10,177.99	SubZone	
Prior Sale Date		Financing	Conv	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	22021/51905
Analysis Code	PCH	CEV Price	629,000	Block Lot	6567-00-129884
Source	RE Agent	SCA Unit Type	Acres	School District	Pine Plains
Motivation	Typical	Eff. Unit Size	61.80	Facility Type	
Highest & Best Use	Rural Residential	SCA $/Unit	10,177.99	Number of Stalls	
Address	83 Willow Lane	Multiplier Unit		Front Feet per Acre	13
City	Clinton Corners	Multiplier No.		Front Feet	788
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA2
State/Zip	NY / 12514	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Farmstead	%	9.00	Ac.	10,000.00			X $ = $	90,000
Cropland A	%		Ac.				X $ = $	
Cropland B	%		Ac.				X $ = $	
Cropland C	%		Ac.				X $ = $	
Woodland	%	52.80	Ac.	4,164.00			X $ = $	219,880
Other	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		61.80	Ac.	5,013.90			X $ = $	309,880
CEV Price $	629,000	**- Land Contribution $**			309,880	**= Improvement Contribution $**		319,120

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 629,000 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc.

Index # 21NY027.032 **Database #** 47 **Sale #** 2

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Site improvts								
Size	2,208	1								
Unit	Sq Ft									
Utility	A									
Condition	G									
Age	20									
Remaining Life	45									
RCN/Unit	200.00	10,000.00								
RCN	441,600	10,000								
% Physical Depreciation	30									
RCN Remainder After Phys. Depr.	309,120	10,000								
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	309,120	10,000								
% External Obsolescence										
Total Impt. Contribution	309,120	10,000								
Contribution $/Unit	140.00	10,000.00								

Physical Depreciation 29 % Functional Obsolescence ____ % External Obsolescence ____ % Total Depreciation 29 %

Total RCN $ 451,600 Total Improvement Contribution: $ 319,120 Improvement As % of Price 51 %

Comments

This is a house, site improvements, and land in the town of Clinton. The house is an 1850s eyebrow Colonial with three bedrooms and 1.1 baths. There is one fireplace, and a variety of flooring. It looks nice inside. Site improvements include an IG pool, run-in shed and one fenced paddock. The house location is a bit close to the road.

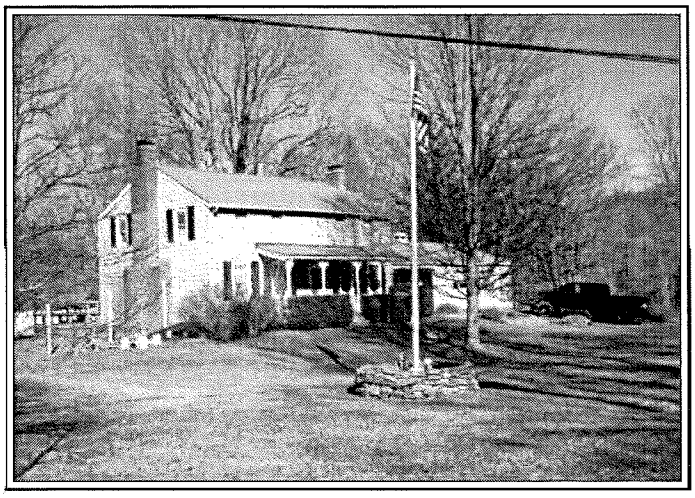
There is 790' of frontage, so physical access is adequate. There is minimal open land but there are two small ponds set back from the road. 84% of the soils are well or somewhat excessively drained and include Nassau-Cardigan (rolling/class VI, very rocky and steep/VII) and Dutchess-Cardigan (undulating/II, rocky). Poorly drained include Sun (IV) and Wayland (V) silt loams, both level. Topography is undulating to rolling, with not much in the way of level areas but also not many steep slopes. There are 4.65 acres of Federal (NWI) wetlands, no NYS DEC wetlands, and no flood zone A.

The entire property is subject to a 2007 DLC conservation easement. This allows one subdivision and two building envelopes - one is four acres with the existing house and the other is floating with a maximum size of 5 aces. Two primary residences are allowed and must be < 6,500 sf each. One tenant/guest house is allowed and must be < 1,500 sf. Two accessory apartments are allowed and one may substitute for the tenant/guest house. Accessory structures are limited to a total of 3,000 sf and ag structures are limited to a total of 3,000 sf each and 10,000 sf total. Mining is prohibited, forestry is allowed with an approved plan.

The property was listed for $779,000 and reduced over time to $629,000. It sold after 669 DOM. It was also listed for 350 days at prices ranging from $879,000 to $969,000 - this expired 6 weeks before the first listing described. The price seems low in the current market but with the long exposure it's hard to argue that it was not FMV.

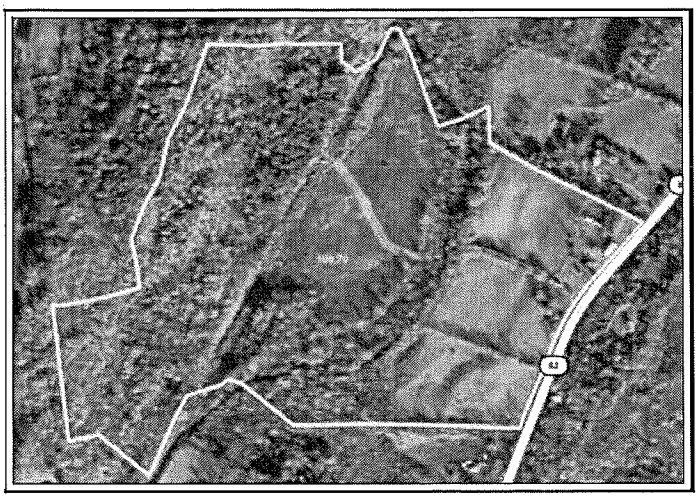
RIGHT: Sale 2 - Aerial Photo





LEFT: Sale 2 - House

RIGHT: Sale 3 - Aerial Photo



UAAR®

File # Primrose Hill/Enc.

Sale Analysis

Index # 21NY027.023		**Database #** 54		**Sale #** 3	Improved Sale
Grantor	Dutchess Land Conservancy	Sales Price	705,000	Property Type	Agriculture
Grantee	Megill + Zelman	Other Contrib.		Primary Land Use	Crop/Woods
Deeded Acres	109.70	Net Sale Price	705,000	Zoning	Mixed
Sale Date/DOM	12/01/21 / 82	$/Deeded Acre	6,426.62	SubZone	See Comments
Prior Sale Date		Financing	Other	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	22021/54912
Analysis Code	PCH	CEV Price	705,000	Block Lot	6666-00-180821
Source	RE Agent	SCA Unit Type	Acres	School District	Millbrook
Motivation	Typical	Eff. Unit Size	109.70	Facility Type	
Highest & Best Use	Ag/Res	SCA $/Unit	6,426.62	Number of Stalls	
Address	5427 Route 82	Multiplier Unit		Front Feet per Acre	12.4
City	Washington	Multiplier No.		Front Feet	1365
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA2
State/Zip	NY / 12545	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Washington	Utilities	On Road	Sec/Twp/Rge	/ /

Legal Description: Zoning- RL-5 Low Density Residential and LC Land Conservation

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type		$/Unit		Total Unit Value
Farmstead	%	5.00	Ac.	8,000.00			X $		= $	40,000
Cropland A	%		Ac.				X $		= $	
Cropland B	%		Ac.				X $		= $	
Cropland C	%	37.70	Ac.	8,000.00			X $		= $	301,600
Woodland	%	67.00	Ac.	4,323.00			X $		= $	289,650
Other	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
	%		Ac.				X $		= $	
Totals		109.70	Ac.	5,754.25			X $		= $	631,250
CEV Price $	705,000	**- Land Contribution $**		631,250		**= Improvement Contribution $**				73,750

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 705,000 = Cap Rate % **Net Income = $**

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File # Primrose Hill/Enc.

Index # 21NY027.023 **Database #** 54 **Sale #** 3

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	Barn	Site imprvts								
Size	3,400	1								
Unit	Sq Ft									
Utility	A									
Condition	A									
Age	25									
Remaining Life	25									
RCN/Unit	75.00	10,000.00								
RCN	255,000	10,000								
% Physical Depreciation	50									
RCN Remainder After Phys. Depr.	127,500	10,000								
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	127,500	10,000								
% External Obsolescence	50									
Total Impt. Contribution	63,750	10,000								
Contribution $/Unit	18.75	10,000.00								

Physical Depreciation 48 % Functional Obsolescence % External Obsolescence 46 % Total Depreciation 72 %

Total RCN $ 265,000 Total Improvement Contribution: $ 73,750 Improvement As % of Price 10 %

Comments

Sale of a 109.7-Acre parcel which is encumbered by a conservation easement held by Dutchess Land Conservancy. There is a barn and some other smaller storage sheds and barns. The property was donated to DLC in 2018 with no restrictions. It was advertised for sale and the listing specified that it would be encumbered by an easement, which was recorded at the time of closing.

Some of the highlights from the easement:

- There are three different areas of the property where building envelopes can be sited
- There can be 1 or 2 building envelopes, with a maximum total size of 10 ac total
- Any acreage not designated as building envelopes is Preservation Area
- Buildings cannot be more than 800 sqft in preservation area, no more than 4800 sqft total
- 1 primary residence less than 4500 sqft
- 1 tenant or guest house less than 2500 sqft
- 1 accessory apartment
- Accessory, educational or recreational structures cannot be larger than 3000 sqft
- Agricultural structures cannot be larger than 5000 sqft
- No more than a total 48,000 Sqft of buildings total on the property are allowed
- Commercial forestry harvesting is allowed with proper plan
- No subdivision is allowed.

The most common soil type on the property is a somewhat excessively drained Hoosic gravelly loam, 19.8% of the property (III, undulating), 11.1% (VII, hilly), 10.2% (III, rolling). Next is a poorly drained Fluvaquents-Udifluvents complex, 17.4% (V, Level). The Nassau-Rock outcrop complex does not have a drainage class, 15.7% (VII, Steep). There is a well drained Wappinger loam, 13.0% (I, Level), a somewhat excessively drained Nassau-Cardigan complex, very rocky, 12.5% (VII, hilly), and a moderately well drained Pawling silt loam, .3% (V, level). There are 12.15 acres of federal wetlands on the property, but no NYS DEC wetlands. 35.32 acres of the property are in a FEMA Flood zone A. No buildings on the property are in the Flood Zone. Most of the property is level with the western side having a very steep slope where the rock outcrop is. Wappinger Creek runs through the property and this is a noted fishing stream. There is a bridge across the creek but judging from the MLS pictures it may not be suited for anything other than foot traffic.

There is a barn on the property which is 3400 sqft and was built in 1985. It is a 2-story gambrel roofed structure with sliding doors on each end, T-111 siding, and asphalt shingle roof. From the outside it looks like it was built to be a horse barn but there is no indication of any internal finish. There are 4 other small buildings on the property and their contributory value is minimal. All of the buildings are near the road. The property was listed for $625,000 and sold for $705,000 after 82 DOM. The buyer had to be approved by the DLC board of directors.

VALUATION AFTER EASEMENT, WITH PPR

HIGHEST AND BEST USE - "AFTER EASEMENT, WITH PPR"

The property is now valued hypothetically with a deeded conservation easement that includes a Preemptive Purchase Right (PPR). The analysis shown on pages 69-70 also applies in this situation – the PPR does not change the Highest and Best Use, only the value of the property with it in place.

The primary purpose of the Preemptive Purchase Right is to ensure the continued ownership of the property by a party capable of maintaining productive agricultural use. The PPR constitutes a continuing restriction that runs with the land and shall apply to the property and each conveyance, in perpetuity. The Permitted Resale Price shall be equal to the Agricultural Use Value of the Property. The Grantee shall have the right to exercise the PPR in the event that the Grantor proposes to sell or otherwise transfer (a) the property or any part of the property, (b) any interest in the property, or (c) any interest in a corporation, limited liability company, partnership, trust or other entity holding title to all or part of the property. Exempt conveyances include specified family transfers, a transfer to a Qualified Farmer for the purpose of continued agricultural use, or to a lender as a result of a collection action for indebtedness of the property owner being in default.

Some of the key elements that matter when considering how much of a discount would apply in Preemptive Purchase Right (PPR) agreements are as follows.

- The degree of competition for farmland in the subject area.
- The quality of the land for agricultural uses. This would be for various factors such as soil quality, topography/slope, drainage, irrigation water availability, etc.
- Whether or not a farmstead(s) is permitted on the property and if there is, is it in a desirable location and what structures are permitted.
- The intent and administration of the easement holder. Is the intent of the easement for farmland preservation, affordable farmland, or perhaps a gateway for attracting new, young, or beginning farmers.
- The ability to finance the property, encumbered by traditional conservation easements and now PPR restrictions. Many banks are reluctant to finance or subordinate their position to these additional rights.
- The size of the property. Larger farm properties tend to have a larger discount.
- Is the property improved. Typically, the PPR applies to both land and buildings.
- Is there a Covenant to Farm agreement and what additional restrictions would it impose.

Our analysis of Preemptive Purchase Right (PPR) valuation discounts shows a range of diminution in value from 7.7% to 50.7%. The lower range would typically be in areas with strong competition for farmland, perhaps a good location for retail farm sales, above-average land quality, and/or a desirable farmstead site. Conversely, the higher range would be for properties in areas with less market demand, fewer amenities, and/or additional restrictions. In this case the PPR would be applicable to the land and improvements.

The subject property is in an area with fair competition for similar farmland, it has average quality land, and the Farmstead Complex is located along the road, not in a more desirable area on the interior of the property. The Farmstead Complex location is suitable for retail sales, although it's not on a busy road. It should be noted that many farms like the subject in the general area are purchased as estate farms or rural residences with agricultural acreage, with little consideration for the agricultural use or income.

Four sales with PPR restrictions were analyzed in this appraisal and included in the valuation analysis. The discount for the PPR in those sales was 20% off the easement-encumbered value. It is my opinion that the diminution in market value for the subject property would be slightly higher (25%). This discount was factored into the allocation of building values to the subject on the sale adjustment pages – the values estimated in the "before easement" analysis were reduced by 25% and then allocated to the subject buildings.

"AFTER EASEMENT" VALUATION, WITH PPR

The "highest and best use" analysis defines the parameters needed to estimate the market value of the subject property with a conservation easement. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this "After Easement" valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both "before easement" and "after easement" valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

Four sales were selected for a comparison to the subject property, all of which were subject to a PPR. All are improved, but the sale improvements don't provide much of an indication of value for the subject buildings. The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by applying a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was southeastern NY State, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.

"AFTER EASEMENT" VALUATION, WITH PPR

Summaries of adjustments are explained below. Many of the adjustment factors mirror those in the "before easement" scenario.

Rights Conveyed: The sales have similar property rights as the subject (e.g. easement encumbered fee simple estate). Therefore, an adjustment for this element was not necessary.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: No adjustments were recognized for conditions of sale. They are all confirmed to be arms-length transactions with no known discounts or sale concessions. All are considered to have typical buyer & seller motivations.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly all four sales were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sales Adjustment pages.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, location, and quality/utility. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages, as explained on page 89.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.

"AFTER EASEMENT" VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach (1-5)

Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5
Grantor (Seller)		Myers & Saulpaugh	Breathe Deep Farm	Artemis Farms LLC	Topp Estate	
Grantee (Buyer)		Kukon Brothers	Barn at Millers Crssg	EZ Farm NL LLC	Southway	
Source		Buyer	Buyer, office files	Attorney	Buyer, other	
Date	Eff 05/23	10/20	12/18	12/20	03/19	
Eff Unit Size/Unit	105.95 / Acres	121	69	120	196	
Sale Price		595,000	608,704	245,000	311,640	
Finance Adjusted		FC		Other	Conv	
CEV Price		595,000	238,304	245,000	311,640	
Road		US Route 9	NYS Route 217	Cemetery Road	Shoddy Hollow Rd	
Township		Livingston	Claverack	New Lebanon	Mount Hope	

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

Sale Comparison							
CEV Price/ Acres		4,922	3,453	2,039	1,591	
LAND AND IMPROVEMENT ADJUSTMENTS						
Land Adjustment		-1,057	-1,404	-684	-109	
Impvt. Adjustment		2,891	4,008	4,443	3,924	
Adjusted Price		6,756	6,057	5,798	5,406	
TIME ADJUSTMENTS						
☐ Yr ☒ Mo	Periods	1	1	1	1	
☐ Smpl ☒ Cmp	Rate	13.04	13.04	13.04	5.56	
☐ Auto ☒ Man	Time Adjustment	881	790	756	301	
	Time Adj. Price	7,637	6,847	6,554	5,707	
OTHER ADJUSTMENTS						
Size	106 Acres	Similar	Smaller	Similar	Larger	
	Adjustment	=	-	=	+ +	
Location	Average	Inferior	Inferior	Inferior	Similar	
	Adjustment	+	+	+ +	=	
Quality/Utility	Average/Fair	Superior	Superior	Superior	Similar	
	Adjustment	-	-	-	=	
	Adjustment					
Overall		Similar	Similar	Inferior	Inferior	
	Adjustment	=	=	+	+ +	
Net Adjustments		2,715	3,394	4,515	4,116	
ADJUSTED PRICE		7,637	6,847	6,554	5,707	

Analysis/Comments: *(Discuss positive and negative aspects of each sale as they affect value)*

Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report.

All four sales were given roughly equal weighting in the final analysis. The indicated value is close to the median and median of the range of adjusted prices.

Sales Comparison Approach Summary:

Property Basis (Value Range): $ 5,707/acre to $ 7,637/acre

Unit Basis: $ 6,700 / Acre x 105.95 Acres = $ 709,865.00

Multiplier Basis: $ X (multiple) = $

Sales Comparison Indication:

$ 710,000

"AFTER EASEMENT" VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1 1 **Land Adjustment Amt. $** -1,057

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Unit	$/Unit	Total
Cropland A	92.00	3,400				23.00	3,400			78,200
Farmstead	15.56	3,400				6.00	3,400			20,400
Cropland B										
Cropland C										
Woods/Other	13.32	1,823				66.95	1,823			122,050
Wetland						10.00	911			9,110

Sale Land Contrib. 389,984.00 **/ Eff. Unit Size** 120.88 = 3,226 **Total** 229,760 **/ Eff. Unit Size** 105.95 = 2,169

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #1 1 **Improvement Adjustment Amt. $:** 2,891 / Acres

Sale Impt.	Util	Cond.	Size	X	$/Unit		Contrib. Value	Subject Impt.	Util	Cond.	Size	X	$/Unit		Contrib. Value
Shop	A	/A	3,988	X $	15.00	=$	59,820	House	A	/A	2,435	X $	165.00	=$	401,775
Pole Barn	A	/G	1,920	X $	14.06	=$	27,000	Garage	A	/ A	672	X $	22.50	=$	15,120
Grain bin	A	/A	46,900	X $	1.18	=$	55,401	Barn	F	/A	3,236	X $	7.50	=$	24,270
Pole Barn	F	/A	2,760	X $	7	=$	20,183	Barn	G	/A	1,200	X $	18.75	=$	22,500
Mach Shed	G	/A	5,664	X $	4.88	=$	27,612	Barn	F	/F	480	X $	7.50	=$	3,600
Site imprvts	A	/A	1	X $	15,000.00	=$	15,000	Site impr.	A	/A	1	X $	18,750	=$	18,750
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
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		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
		/		X $		=$				/		X $		=$	
Sale Effective Unit Size:			120.88		$		205,016	Subject Effective Unit Size:			105.95		$		486,015
Total Improvement Value = $			1,696.03	/	Acres			**Total Improvement Value = $**			4,587.21	/	Acres		

This is the purchase of a crop farm by the tenants, who had some extra motivation for the purchase. The easement is held by Columbia Land Conservancy. The sale location is inferior to the subject (historically higher real estate prices in Clinton vs. Livingston) but the sale has better overall land quality and access.

"AFTER EASEMENT" VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2 2 **Land Adjustment Amt. $** -1,404.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A	45.00	3,500				23.00	3,500			80,500
Farmstead	8.25	3,500				6.00	3,500			21,000
Cropland B										
Cropland C										
Woods/Other	15.76	757				66.95	757			50,681
Wetland						10.00	358			3,580

Sale Land Contrib. 198,304.00 **/ Eff. Unit Size** 69.01 = 2,874 **Total** 155,761 **/ Eff. Unit Size** 105.95 = 1,470

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #2 2 **Improvement Adjustment Amt. $:** 4,007.58 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit		Contrib. Value
House	F / P	2,600	X $	9.62	=$	25,000
Tenant Hse.	F / P	600	X $	0.00	=$	0
Dairy (TS)	F / F	6,800	X $	1.62	=$	11,000
Pole Barn	F / P	5,200	X $	0.00	=$	0
Site imprvts	A / A	1	X $	4,000.00	=$	4,000
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
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	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
Sale Effective Unit Size:		69.01		$		40,000
Total Improvement Value = $		579.63	/ Acres			

Subject Impt.	Util/Cond.	Size	X	$/Unit		Contrib. Value
House	A / A	2,435	X $	165.00	=$	401,775
Garage	A / A	672	X $	22.50	=$	15,120
Barn	F / A	3,236	X $	7.50	=$	24,270
Barn	G / A	1,200	X $	18.75	=$	22,500
Barn	F / F	480	X $	7.50	=$	3,600
Site impr.	A / A	1	X $	18,750	=$	18,750
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
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	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
	/		X $		=$	
Subject Effective Unit Size:		105.95		$		486,015
Total Improvement Value = $		4,587.21	/ Acres			

This is the purchase of a crop farm by a nearby organic farm operation. The easement is held by Columbia Land Conservancy. The sale location is inferior to the subject (historically higher real estate prices in Clinton vs. Claverack) but the sale has better overall land quality and access. The other adjustment was for the smaller size of the sale.

"AFTER EASEMENT" VALUATION, WITH PPR

UAAR® File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3 3 **Land Adjustment Amt. $** -684.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A	69.00	2,500				23.00	2,500			57,500
Farmstead	9.00	2,500				6.00	2,500			15,000
Cropland B										
Cropland C										
Woods/Other	42.15	776				66.95	776			51,953
Wetland						10.00	388			3,880

Sale Land Contrib. 227,712.00 **/ Eff. Unit Size** 120.15 = 1,895 **Total** 128,333 **/ Eff. Unit Size** 105.95 = 1,211

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #3 3 **Improvement Adjustment Amt. $:** 4,443.32 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
Cabin	A / G	288	X $	16.00	=$ 4,608
Mach Shed	A / F	1,536	X $	5.00	=$ 7,680
Site imprvts	A / A	1	X $	5,000	=$ 5,000
	/		X $		=$
	/		X $		=$
	/		X $		=$

"AFTER EASEMENT" VALUATION, WITH PPR

UAAR®

File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4 4 **Land Adjustment Amt. $** -109

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Cropland A						23.00	2,000			46,000
Farmstead	8.40	2,000				6.00	2,000			12,000
Cropland B	42.00	2,000								
Cropland C	38.00	1,000								
Woods/Other	107.48	399				66.95	399			26,686
Wetland						10.00	200			2,000
Sale Land Contrib. 181,640.00		**/ Eff. Unit Size**	195.88	=	927	**Total**	86,686	**/ Eff. Unit Size**	105.95	= 818

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #4 4 **Improvement Adjustment Amt. $:** 3,924 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A / A	4,429	X $	25.97	=$ 115,000
Dairy (TS)	F / F	2,842	X $	2.64	=$ 7,500
Garage	F / F	676	X $	4.44	=$ 3,000
Mach Shed	F / F	1,296	X $	1.16	=$ 1,500
Site imprvts	A / A	1	X $	3,000.00	=$ 3,000
	/		X $		=$
	/		X $		=$
	/		X $		=$
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	/		X $		=$
Sale Effective Unit Size:		195.88		$	130,000
Total Improvement Value = $		663.67	/ Acres		

Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
House	A / A	2,435	X $	165.00	=$ 401,775
Garage	A / A	672	X $	22.50	=$ 15,120
Barn	F / A	3,236	X $	7.50	=$ 24,270
Barn	G / A	1,200	X $	18.75	=$ 22,500
Barn	F / F	480	X $	7.50	=$ 3,600
Site impr.	A / A	1	X $	18,750	=$ 18,750
	/		X $		=$
	/		X $		=$
	/		X $		=$
	/		X $		=$
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	/		X $		=$
	/		X $		=$
Subject Effective Unit Size:		105.95		$	486,015
Total Improvement Value = $		4,587.21	/ Acres		

This is a retired dairy farm in Orange County. Size favors the subject but location and overall quality/utility are reasonably similar to the subject.

"AFTER EASEMENT" VALUATION, WITH PPR – RECONCILIATION

UAAR® File # Primrose Hill/Enc PPR

Reconciliation and Opinion of Value

Summary

Cost Approach	$	N/A
Income Approach	$	N/A
Sales Comparison Approach	$	710,000

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly.

The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value.

The opinion of value breaks down as follows:

$486,000 for the improvements

$224,000 for the land:

$2,114/acre overall
$3,100/acre for the cropland and farmstead
$2,000/acre for the woods
$ 460/acre for the wetlands

Allocation of Value

Opinion Of Value - *(Estimated Marketing Time* 6-12 *months, see attached)* $ 710,000

Cost of Repairs $ _____

Cost of Additions $ _____

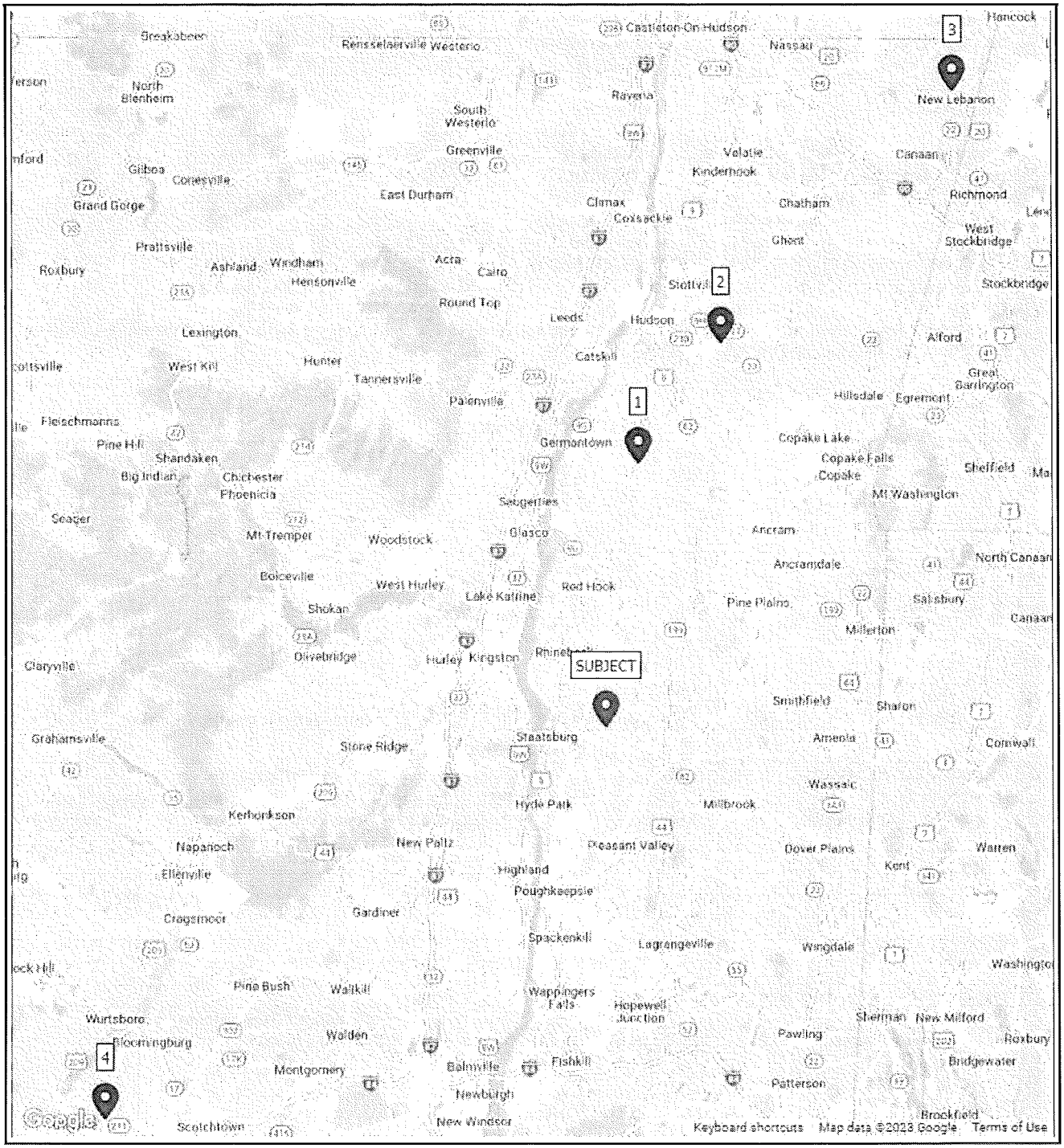
Allocation: *(Total Deeded Units:* 105.95 *)*

Land:	$ 224,000	$ 2,114 / Acre	(32	%)
Land Improvements:	$	$ 0 /	(0	%)
Structural Improvement Contribution:	$ 486,000	$ 4,587 / Acre	(68	%)

Value Estimate of Non-Realty Items:

Value of Personal Property *(local market basis)*	$			
Value of Other Non-Realty Interests:	$			
Non-Realty Items:	$	$ 0 /	(0	%)
Leased Fee Value *(Remaining Term of Encumbrance)*	$	$ 0 /	(0	%)
Leasehold Value	$	$ 0 /	(0	%)
Overall Value	$ 710,000	$ 6,701 / Acre	(100	%)

Location Map



UAAR®

File # Primrose Hill/Enc PPR

Sale Analysis

Index # 20NY021.023		Database # 2162		Sale # 1	Improved Sale
Grantor	Myers & Saulpaugh	Sales Price	595,000	Property Type	Crop Farm
Grantee	Kukon Brothers	Other Contrib.		Primary Land Use	Cropland
Deeded Acres	120.88	Net Sale Price	595,000	Zoning	Ag/Res
Sale Date/DOM	10/01/20 /	$/Deeded Acre	4,922.24	SubZone	
Prior Sale Date		Financing	FC	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	913/2094
Analysis Code	PCH	CEV Price	595,000	Block Lot	170-1-49
Source	Buyer	SCA Unit Type	Acres	School District	Red Hook
Motivation	Buyer Motivated	Eff. Unit Size	120.88	Facility Type	N/A
Highest & Best Use	Agricultural	SCA $/Unit	4,922.24	Number of Stalls	N/A
Address	US Rt 9 & Sparrow Bush Rd	Multiplier Unit		Front Feet per Acre	66
City	Livingston	Multiplier No.			
County	Columbia	Legal Access	Road Frontage	Market Area	10-MA2
State/Zip	NY / 12541	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Mountains	Tax ID/Recording	
Location	Livingston	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description: Sellers are the Nancy Myers Trust, the John Myers Trust, Laurence Saulpaugh, and the estate of Linda Saulpaugh. Buyer is Kukon Brothers Property, LLC.

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Cropland A	%	92.00	Ac.	3,400.00			X $ = $	312,800
Farmstead	%	15.56	Ac.	3,400.00			X $ = $	52,904
Cropland B	%		Ac.				X $ = $	
Pasture	%		Ac.				X $ = $	
Woodland	%	13.32	Ac.	1,823			X $ = $	24,280
Other	%		Ac.				X $ = $	
Recreational	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		120.88	Ac.	3,226.23			X $ = $	389,984

CEV Price $ 595,000 **- Land Contribution $** 389,984 **= Improvement Contribution $** 205,016

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 595,000 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc PPR

Index # 20NY021.023 **Database #** 2162 **Sale #** 1

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	Shop	Pole Barn	Grain bin	Pole Barn	Mach Shed	Site imprvts				
Size	3,988	1,920	46,900	2,760	5,664	1				
Unit	Sq Ft	Sq Ft	Bu.	Sq Ft	Sq Ft					
Utility	A	A	A	F	G	A				
Condition	A	G	A	A	A	A				
Age	25	10	8	16	20					
Remaining Life	25	30	22	24	20					
RCN/Unit	40.00	25.00	2.10	25.00	15.00	15,000.00				
RCN	159,520	48,000	98,490	69,000	84,960	15,000				
% Physical Depreciation	50	25	25	40	50					
RCN Remainder After Phys. Depr.	79,760	36,000	73,868	41,400	42,480	15,000				
% Functional Obsolescence				25						
RCN Rem. After Phys./Funct. Depr.	79,760	36,000	73,868	31,050	42,480	15,000				
% External Obsolescence	25	25	25	35	35					
Total Impt. Contribution	59,820	27,000	55,401	20,183	27,612	15,000				
Contribution $/Unit	15.00	14.06	1.18	7.31	4.88	15,000.00				

Physical Depreciation 39 % Functional Obsolescence 4 % External Obsolescence 26 % Total Depreciation 57 %

Total RCN $ 474,970 Total Improvement Contribution: $ 205,016 Improvement As % of Price 34 %

Comments

This is the former "Saulpaugh Farm" which was purchased by Kukon Brothers, who had been renting the property for a number of years. It includes 120.88 acres and is almost all of one tax parcel. There is about 1,000' of frontage on the north side of US Route 9, and almost 7,000' of frontage on the west side of Sparrow Bush Road (paved, town maintained). The frontage is uninterrupted, at grade and mostly open; internal access is excellent. About 92 acres are tillable, with the cropland having almost all class II soils. The remaining land is woods, brush, ponds, and the building site. Topography is level to very gently rolling. Views are attractive, of the subject and surrounding land plus the Catskill Mountain to the west. There is a narrow band of Federal (NWI) wetlands in the woods on the west side of the property, but this is of minor consequence. There are no flood zones or NYS DEC wetlands. Moderately to somewhat excessively drained soils (85% of the subject, all class II) include Knickerbocker fine sandy loam, Scio silt loam, Elnora fine sandy loam and Collamer silt loam. Somewhat to very poorly drained soils include Raynham very fine sandy loam, Canandaigua silt loam, Walpole sandy loam and Niagara silt loam. All of the soils are deep. The class II soils are Prime Farmland and the Niagara soils are Soils of Statewide Importance. These are above-average soils for this area.

The property is subject to a Columbia Land Conservancy conservation easement, sold by the prior owners for $605,000 just before this deed changed hands. Note that the sale contract specified that the purchase price was $1,200,000 less the amount received from CLC. This was a private sale with no Realtor involved. The buyers were strongly motivated for this purchase and it appears they paid a 20-25% premium as a result. They grow hundreds of acres of crops and this is now their base of operations; they put up 2 large grain bins while renting the property. Significant easement terms are as follows.

- There is a 15.56-acre Farmstead Complex, which encompasses the existing building site and a portion of the field directly to the east. The remaining acreage is the "Farm Area".
- There is a Preemptive Purchase Right, which limits future sales of the property to its "Agricultural Use Value" unless the buyer is a "Qualified Farmer for the purpose of continued agricultural use". Subdivision, mining and extraction are prohibited.
- Residences may be built in the Farmstead Complex to the extent allowed by zoning, but nowhere else. Outside of the Farmstead Complex, the owner has the right to improve the property for agricultural purposes, with a maximum of 2% of the Farm Area having impervious surfaces. With consent from the easement holder, this can be increased to a maximum of 5%.

The buildings are all located in the southwest corner of the subject. This is a former grain and potato farm. The SHOP is in four sections, all in average condition with average utility. The main shop area measures 30x50x14 and is a steel framed pole barn on a concrete slab, with a metal exterior. There is a 14x16 OH door, full insulation and a suspended forced air heater. Connected on the west side is a work area that includes an office area and full bath. West of this is a

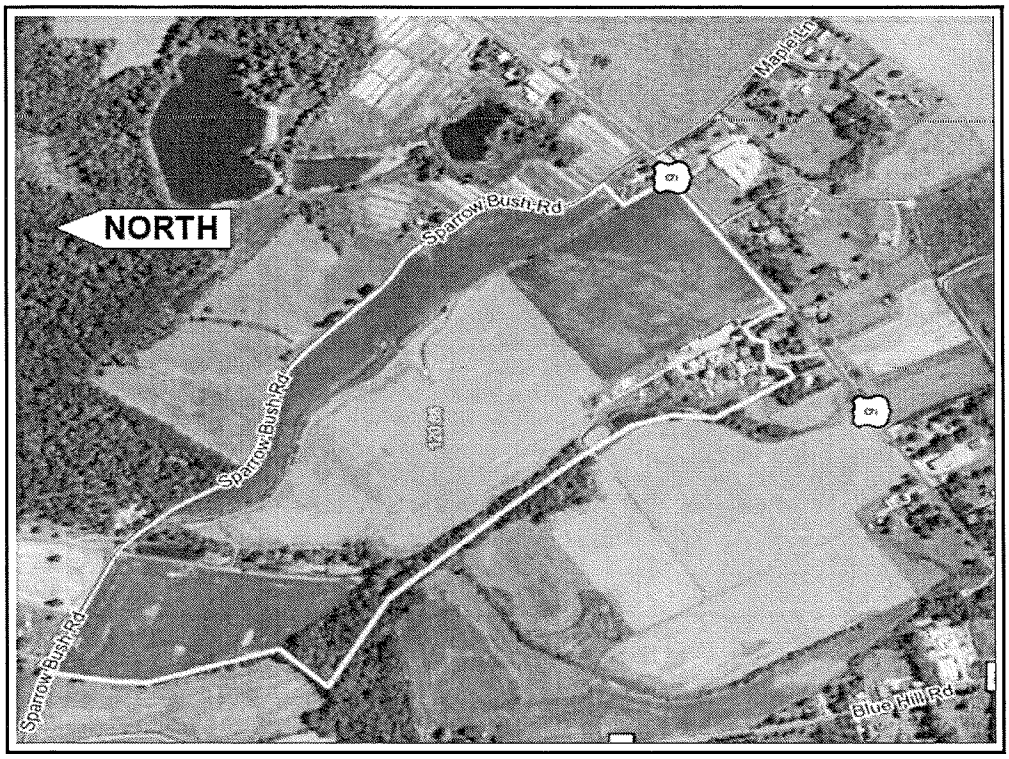
Comments Continued

smaller shop area. Both are of similar construction to the main section. This has a 16' wide OH door and suspended hot air heater. On the west end of this complex is a 30x50 concrete block section. The south side has 12' ceilings, an 8x9 OH door, concrete floor and a vehicle lift. The north side has 5 horse stalls. Upstairs there is an area that was used as an apartment in the past, plus hay storage. The concrete block section of the complex is not included in the 3,988 square feet, as it has no contributory value.

The larger POLE BARN has a steel frame on a concrete slab with a metal exterior. It measures 40x48x12 with one OH door @ 14x12. There is full insulation and this has been used in the past for grain storage. There are multiple steel GRAIN BINS: three @ 9,100 bushels, one @ 19,600 bushels, and four smaller bins of various sizes. Total capacity of the 4 large bins is 46,900 bushels.

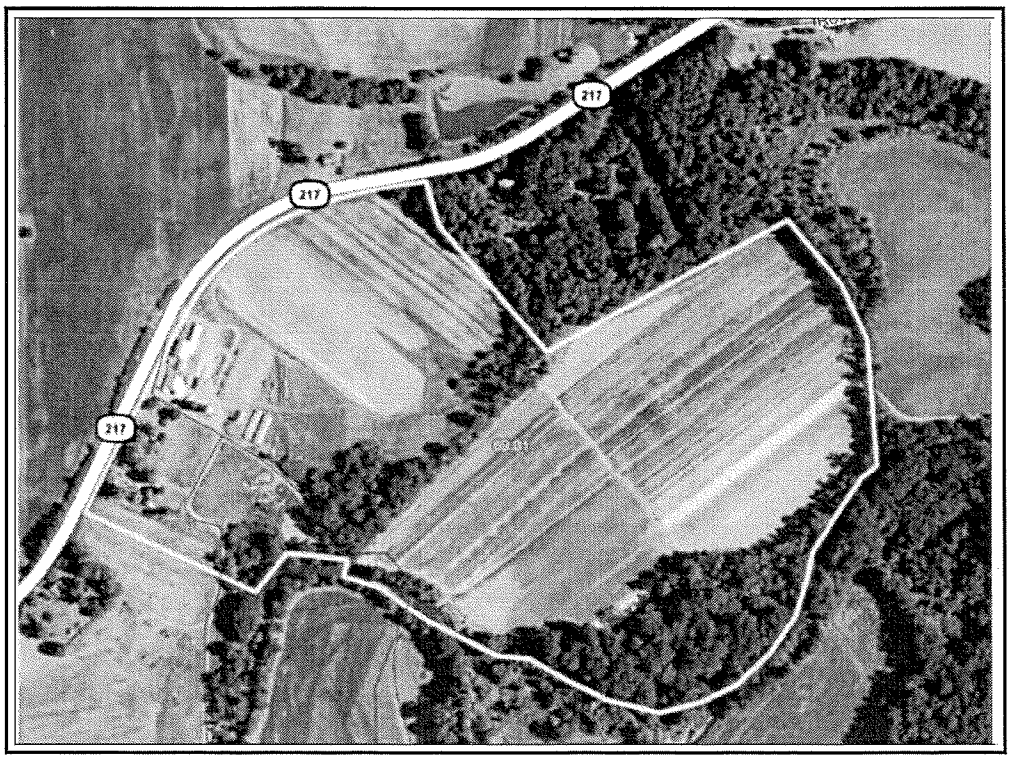
The other POLE Barn has a frame structure on a concrete slab. It has full insulation, board & batten siding and metal roof. There are 2 OH doors, one @ 11' wide by 10' high and one @ 14' wide by 8' high. Condition is average, utility is limited by the eave height. There is a loading dock attached on the west side. The MACHINE SHEDS are attached to the pole barn described directly above. These are 2 connected sections, 112x30x14 and 72x32x14. The former has a steel frame, metal exterior and concrete slab. It has 7 bays, plus a 16' wide cooler with rigid foam insulation. The smaller section is of wood pole frame construction on a slab, with a metal exterior. Both sections are open to the west. Utility is good overall, with the larger section in better condition than the smaller. Note that these are attached to the storage barn but are valued separately due to the distinct differences in construction and utility.

The main SITE IMPROVEMENTS include a truck scale and a grain dryer shed. The scale has a 50-ton capacity and there is a small shed that houses the display equipment, etc. The dryer shed is 24x52x16, of pole frame construction with a metal exterior. It is open to the east and partly to the west. Note that the grain dryer itself is considered personal property and not valued here. Condition and utility are average for both units. Other site improvements include the grain leg, gravel driveways & parking areas, one well, and electrical service.



ABOVE: Sale 1 - Aerial Photo

BELOW: Sale 2 - Aerial Photo



UAAR®

File # Primrose Hill/Enc PPR

Sale Analysis

Index # 18NY021.034		Database # 2120		Sale # 2	Improved Sale
Grantor	Breathe Deep Farm, LP	Sales Price	608,704	Property Type	General
Grantee	The Barn at Millers Crossing, LLC	Other Contrib.		Primary Land Use	Cropland
Deeded Acres	69.01	Net Sale Price	238,304	Zoning	Ag/Res
Sale Date/DOM	12/19/18 /	$/Deeded Acre	3,453.18	SubZone	RA
Prior Sale Date		Financing		Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	878/624
Analysis Code	JSW	CEV Price	238,304	Block Lot	121-1-39
Source	Buyer, office files	SCA Unit Type	Acres	School District	
Motivation	Typical	Eff. Unit Size	69.01	Facility Type	
Highest & Best Use	Agricultural	SCA $/Unit	3,453.18	Number of Stalls	
Address	Route 217	Multiplier Unit		Front Feet	
City	Claverack	Multiplier No.			
County	Columbia	Legal Access	Typical	Market Area	10-MA2
State/Zip	NY / 10953	Physical Access	Good	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Average/Good	Tax ID/Recording	
Location	Claverack	Utilities	On site	Sec/Twp/Rge	/ /

Legal Description: - Development rights were granted to Columbia Land Conservancy simultaneously with the sale, with funding provided by The State of New York, Scenic Hudson Land Trust, Inc. The easement includes a Preemptive Purchase Right (PPR) which was funded by Equity Trust, Inc.

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Cropland A	%	45.00	Ac.	3,500.00			X $ = $	157,500
Farmstead	%	8.25	Ac.	3,500.00			X $ = $	28,875
Cropland B	%		Ac.				X $ = $	
Cropland C	%		Ac.				X $ = $	
Woodland	%	15.76	Ac.	757			X $ = $	11,929
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		69.01	Ac.	2,873.56			X $ = $	198,304
CEV Price $	238,304	**- Land Contribution $**		198,304	**= Improvement Contribution $**			40,000

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 238,304 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc PPR

Index # 18NY021.034 **Database #** 2120 **Sale #** 2

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Tenant House	Dairy (TS)	Pole Barn	Site imprvts					
Size	2,600	600	6,800	5,200	1					
Unit	Sq Ft	Sq Ft	Sq Ft	Sq Ft						
Utility	F	F	F	F	A					
Condition	P	P	F	P	A					
Age	64	65	43	50						
Remaining Life	11		7							
RCN/Unit	110.00	100.00	30.00	10.00	4,000.00					
RCN	286,000	60,000	204,000	52,000	4,000					
% Physical Depreciation	85	100	85	100						
RCN Remainder After Phys. Depr.	42,900		30,600		4,000					
% Functional Obsolescence	15		40							
RCN Rem. After Phys./Funct. Depr.	36,465		18,360		4,000					
% External Obsolescence	30		40							
Total Impt. Contribution	25,000		11,000		4,000					
Contribution $/Unit	9.62		1.62		4,000.00					

Physical Depreciation 87 % Functional Obsolescence 24 % External Obsolescence 32 % Total Depreciation 93 %

Total RCN $ 606,000 Total Improvement Contribution:$ 40,000 Improvement As % of Price 17 %

Comments

- Sale of a portion of a former dairy farm located in the central part of the county. The seller was an agricultural investment group. The buyer is a local organic farm operation looking to expand and have a retail farm market. The Route 217 location is only moderately busy so some destination marketing would be beneficial.
- The net sale price above is the net amount paid by the buyer, after easement payments and other consideration to the seller. The land and building allocations reflect the Preemptive Purchase Right (PPR) which is 20% off the easement encumbered value of the property (land & buildings).
- If the farm was sold, the PPR requires it to be sold to a qualified farmer at agricultural value (land and buildings) with a price restriction on the value of the home(s) as well. The primary purpose of the PPR is to ensure the continued ownership of the Property by a party capable of maintaining productive agricultural use. The intent is to keep the property affordable for continued farming. The Grantee shall have the right to exercise the PPR in the event that the Grantor proposes to sell or otherwise transfer (a) the property or any part of the property, (b) any interest in the property or (c) any interest in a corporation, limited liability company, partnership, trust or other entity holding title to all or part of the property. Exempt conveyances include specified family transfers, a transfer to a Qualified Farmer for the purpose of continued agricultural use, or to a lender as a result of a collection action for indebtedness of the property owner being in default. Other terms of the easement include no subdivision or mining permitted and a single Farmstead Complex.
- Approximately 50 acres are in cropland, some of which is included in the Farmstead Complex, a designated site under the easement. The cropland is of good quality with the primary soils classified as Prime Farmland with Occum loam (0-3% slopes, Class I) and Knickerbocker fine sandy loam (3-8% slopes, Class II). The Occum loam is in the Claverack Creek 100-year flood zone but reportedly the flood hazard is slight. The creek provides irrigation water. The Occum soil is one of the best farmland soils in the county. The wooded & brushy land along and adjacent to the Claverack Creek has poorly drained Fluvaquents-Udifluvents soils (Class V). Topography is level to gently sloping with a general slope down from the road to the Claverack Creek.
- The buildings were in fair to poor condition at the time of sale. They included the main residence, a tenant house, a dairy barn complex and a number of outbuildings. The tenant house and dairy barn were substantially improved by the buyers while the property was under option. Some of the updates were taken into consideration in the amount paid for the PPR.

UAAR®

File # Primrose Hill/Enc PPR

Sale Analysis

Index # 20NY021.028		Database # 24		Sale # 3	Improved Sale
Grantor	Artemis Farms LLC	Sales Price	245,000	Property Type	Crop Farm
Grantee	EZ Farm NL LLC	Other Contrib.		Primary Land Use	Cropland
Deeded Acres	120.15	Net Sale Price	245,000	Zoning	Ag/Res
Sale Date/DOM	12/10/20 /	$/Deeded Acre	2,039.12	SubZone	
Prior Sale Date		Financing	Other	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	920/516
Analysis Code	PCH	CEV Price	245,000	Block Lot	19-71.11, 71.12, 80
Source	Attorney	SCA Unit Type	Acres	School District	New Lebanon
Motivation	Typical	Eff. Unit Size	120.15	Facility Type	N/A
Highest & Best Use	Agricultural	SCA $/Unit	2,039.12	Number of Stalls	N/A
Address	Cemetery Road	Multiplier Unit		Front Feet per Acre	8
City	New Lebanon	Multiplier No.			
County	Columbia	Legal Access	Road Frontage	Market Area	10-MA2
State/Zip	NY / 12125	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Mountains	Tax ID/Recording	
Location	New Lebanon	Utilities	Typical	Sec/Twp/Rge	/ /

Legal Description:

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Cropland A	%	69.00	Ac.	2,500.00			X $ = $	172,500
Farmstead	%	9.00	Ac.	2,500.00			X $ = $	22,500
Cropland B	%		Ac.				X $ = $	
Pasture	%		Ac.				X $ = $	
Woodland	%	42.15	Ac.	776			X $ = $	32,712
Other	%		Ac.				X $ = $	
Recreational	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
	%		Ac.				X $ = $	
Totals		120.15	Ac.	1,895.20			X $ = $	227,712

CEV Price $ 245,000 **- Land Contribution $** 227,712 **= Improvement Contribution $** 17,288

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 245,000 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc PPR

Index # 20NY021.028 **Database #** 24 **Sale #** 3

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	Cabin	Mach Shed	Site imprvts							
Size	288	1,536	1							
Unit	Sq Ft	Sq Ft								
Utility	A	A	A							
Condition	G	F	A							
Age	10	20								
Remaining Life	40	20								
RCN/Unit	40.00	10.00	5,000.00							
RCN	11,520	15,360	5,000							
% Physical Depreciation	20	50								
RCN Remainder After Phys. Depr.	9,216	7,680	5,000							
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	9,216	7,680	5,000							
% External Obsolescence	50									
Total Impt. Contribution	4,608	7,680	5,000							
Contribution $/Unit	16.00	5.00	5,000.00							

Physical Depreciation 31 % Functional Obsolescence % External Obsolescence 21 % Total Depreciation 45 %

Total RCN $ 31,880 Total Improvement Contribution: $ 17,288 Improvement As % of Price 7 %

Comments

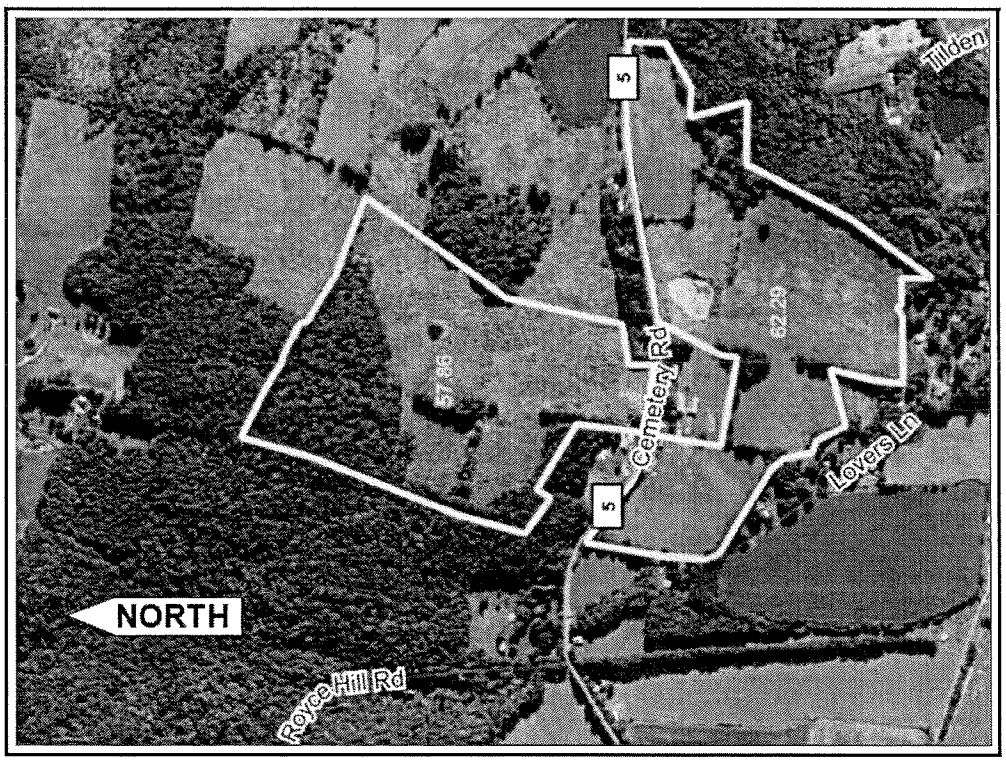
This is a livestock farm that includes 120.15 acres in three tax parcels. There is long frontage on the north side of Cemetery Road (paved, town maintained), and much shorter frontage on the north side The frontage is mostly at grade and open; internal access is average overall. About 69 acres are tillable, most of which is being pastured or lying fallow. The remaining land is woods, brush, and the building site. Topography is a steady slope down from north to south. Views are attractive, of the subject and surrounding lands. There is an area of Federal (NWI) wetlands and a much smaller area of NYS DEC wetlands on the east side of the property, but no flood zones. 92% of the soils are moderately to somewhat excessively drained and include Stockbridge (class III), Pittstown (II, III & IV), Macomber-Taconic (IV), Blasdell (II), Manlius (II), and Nassau (VI & VII). Poorly drained soils include Limerick (IV) and Punsit (III). These are above average quality overall.

Buildings on the subject are modest and include a small cabin (which the seller was living in) and a machinery shed that is open to the south and used as a livestock run-in. Site improvements include another small building on the farmstead and fencing (including page wire deer fencing around a few acres on the east side).

The property is subject to a Columbia Land Conservancy conservation easement. Significant easement terms are as follows.

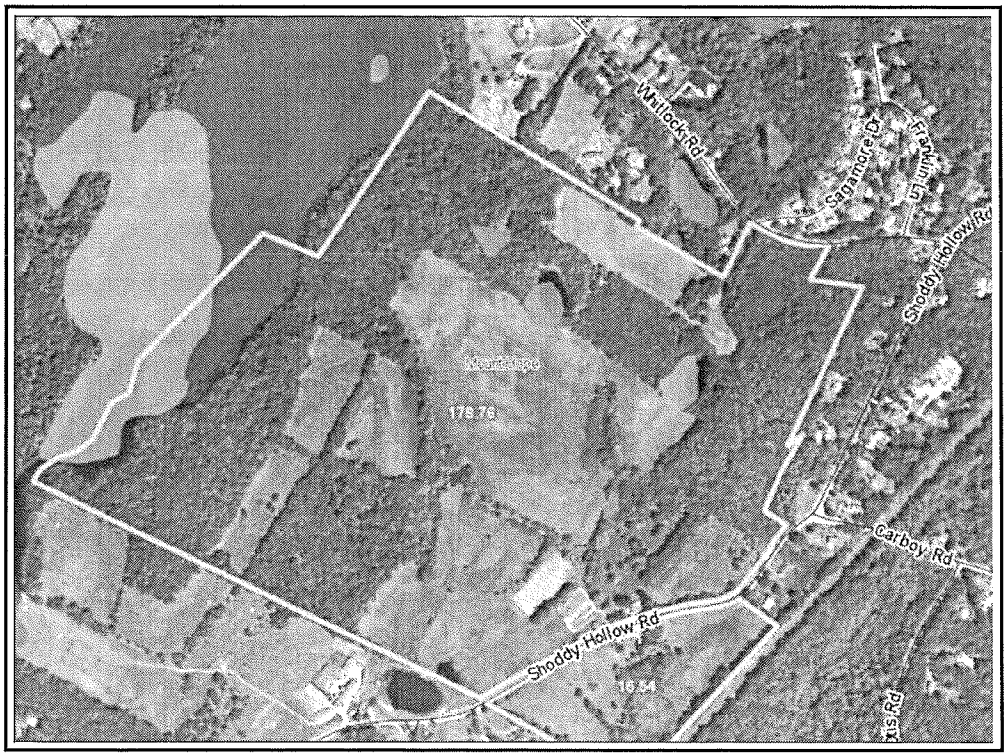
- There is a split Farmstead Complex; 5.53 acres encompass the existing building site and another 3.47 acres are on the north side of the road.
- There is a Preemptive Purchase Right, which limits future sales of the property to its "Agricultural Use Value" unless the buyer is a "Qualified Farmer for the purpose of continued agricultural use". Subdivision, mining and extraction are prohibited.
- Residences and Ag Structures may be built in the Farmstead Complex. Buildings in the Farm Area require consent from CLC.

As per the seller's attorney, the property was not listed for sale and the buyer knew the seller before the sale. He did not feel their knowing each other impacted the purchase price. It's possible that the lack of market exposure did have an effect, as the price is a bit on the low side.



ABOVE: Sale 3 - Aerial Photo

BELOW: Sale 4 - Aerial Photo



UAAR®

File # Primrose Hill/Enc PPR

Sale Analysis

Index # 19NY111.005		Database # 1		Sale # 4	Improved Sale
Grantor	William Topp Estate	Sales Price	311,640	Property Type	Dairy
Grantee	M. & P. Southway	Other Contrib.		Primary Land Use	Cropland
Deeded Acres	195.88	Net Sale Price	311,640	Zoning	Ag/Res
Sale Date/DOM	03/22/19 /	$/Deeded Acre	1,590.97	SubZone	RA
Prior Sale Date		Financing	Conv	Dev Rights	Sold - Full
Prior CEV Price		% Fin. Adj.		Book/Page	14544/1323
Analysis Code	PVM	CEV Price	311,640	Block Lot	6-1-16.11
Source	Buyer, other	SCA Unit Type	Acres	Facility Type	
Motivation	Typical	Eff. Unit Size	195.88	Capacity	
Highest & Best Use	Agricultural	SCA $/Unit	1,590.97		
Address	Shoddy Hollow Road	Multiplier Unit			
City	Mount Hope	Multiplier No.			
County	Orange	Legal Access	Typical	Market Area	02-01
State/Zip	NY / 10953	Physical Access	Good - town road	Assoc/Branch	2811
Region/Area/Zone	/ /	View	Average	Tax ID/Recording	
Location	Mount Hope	Utilities	On site	Sec/Twp/Rge	/ /

Legal Description: - Development rights were granted to Orange County Land Trust simultaneously with the sale, with funding provided by The State of New York, Scenic Hudson Land Trust, Inc, and Equity Trust, Inc.
- The easement includes a Preemptive Purchase Right (PPR) and a Covenant to Farm restriction.

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
Cropland A	%	Ac.				X $ = $	
Farmstead	%	8.40 Ac.	2,000.00			X $ = $	16,800
Cropland B	%	42.00 Ac.	2,000.00			X $ = $	84,000
Cropland C	%	38.00 Ac.	1,000.00			X $ = $	38,000
Woodland	%	107.48 Ac.	399			X $ = $	42,840
Other	%	Ac.				X $ = $	
Recreational	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		195.88 Ac.	927.30			X $ = $	181,640
CEV Price $	311,640	**- Land Contribution $**		181,640	**= Improvement Contribution $**		130,000

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$		$		$
Insurance	$		$		$
Maintenance	$		$		$
Management	$		$		$

Total Expenses / Stabilized G.I. = Expense Ratio % **Total Expenses = $**

Net Income / CEV Price 311,640 = Cap Rate % **Net Income = $**

UAAR®

File # Primrose Hill/Enc PPR

Index # 19NY111.005 **Database #** 1 **Sale #** 4

Improvement Analysis

Replacement Cost

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Dairy (TS)	Garage	Mach Shed	Site imprvts					
Size	4,429	2,842	676	1,296	1					
Unit	Sq Ft	Sq Ft	Sq Ft	Sq Ft						
Utility	A	F	F	F	A					
Condition	A	F	F	F	A					
Age	29	49	25	38						
Remaining Life	46	16	25	12						
RCN/Unit	120.00	30.00	25.00	20.00	3,000.00					
RCN	531,480	85,260	16,900	25,920	3,000					
% Physical Depreciation	38	75	50	75						
RCN Remainder After Phys. Depr.	329,518	21,315	8,450	6,480	3,000					
% Functional Obsolescence				30						
RCN Rem. After Phys./Funct. Depr.	329,518	21,315	8,450	4,536	3,000					
% External Obsolescence	65	65	65	65						
Total Impt. Contribution	115,000	7,500	3,000	1,500	3,000					
Contribution $/Unit	25.97	2.64	4.44	1.16	3,000.00					

Physical Depreciation 44 % Functional Obsolescence 1 % External Obsolescence 65 % Total Depreciation 81 %

Total RCN $ 662,560 Total Improvement Contribution: $ 130,000 Improvement As % of Price 42 %

Comments

- Sale of a former dairy farm located in a rural/suburban area west of Middletown. The property was under purchase considerations when the owner (William Topp) passed away. He had the property appraised several years prior to his passing and the family agreed to go ahead with the purchase at that amount, which was well below the unrestricted appraised value developed for the PDR. The unrestricted value was reduced by the conservation easement with NYS & Scenic Hudson, and PPR & Covenant to Farm restrictions with Equity Trust (total of $567,360). The net price paid was as shown above with the allocations discounted for both for land and buildings based on the PPR and Covenant to Farm restrictions. Conditions of sale would warrant at least a +20% adjustment.
- The PPR and Covenant to Farm are quite restrictive, requiring the farm to be continuously used for productive agricultural use with annual agricultural income thresholds. If the farm was sold, the PPR requires it to be sold to a qualified farmer at agricultural value (land and buildings) with a price restriction on the value of the home(s) as well. The intent is to keep the property affordable for continued farming. The PPR and Covenant to Farm restrictions significantly lower the value for this purpose. Other terms of the easement include no subdivision or mining permitted and the single (split by road) Farmstead Complex permits 2 residential dwellings not to exceed a combined 3,200 SqFt of footprint area.
- The land is a mix of tillable cropland, pasture or meadow, woods, brush, ponds, wetlands and a farmstead along both sides of Shoddy Hollow Road. The open land in fields is approximately 42 acres and the pasture/meadow land is approximately 38 acres. Topography is rolling throughout, typical of the area. The rolling nature includes low areas with ponds or wetlands and upland ridges, primarily in woodland. The west side of the property borders a large wetlands area (Federal & NYS DEC wetlands). The best quality soils include well-drained Bath-Nassau channery silt loam (Class II-III), excessively and somewhat excessively drained Otisville & Hoosic gravelly sandy loams (Class III), and moderately well drained Scio silt loam (Class II). There is also some poorly drained Raynham silt loam (Class III), most of which is in pasture or meadow. The ponds, depressions and wetlands include poorly drained Canandaigua, Catden muck, Natchaug-Wawayanda, and Wayland soils.
- The dwelling is a nice c.1920 old-style farmhouse (10/5/3). The kitchen was renovated roughly 10 years ago. The house has hard-wired fire alarms, a 1 gigabit Ethernet with jacks in every room for computers and entertainment, an oil-fired, glycol heating system, with a hot air heating exchanger and central A/C.
- The dairy barn is a typical older woodframe barn with overhead hay storage. It has a mix of wood and asphalt shingle siding. Being directly alongside the road lessens its utility and appeal. Other outbuildings include a 2-car garage located across the road from the home, a utility barn, and several sheds of nominal value.

APPRAISAL ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

1) No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.

2) No responsibility is assumed for matters of a legal nature that affect title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.

3) It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.

4) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.

5) It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.

6) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

7) The information furnished by others is believed to be reliable but its accuracy is not warranted.

ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

8) Responsible ownership and competent property management is assumed unless otherwise stated in this report.

9) This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not construction, engineering, environmental, or legal experts, and any statement given on these matters in this report should be considered in that context.

10) Observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, and all mechanicals and construction is based on a reasonable inspection unless otherwise stated. However, we are not licensed building inspectors. The structures and mechanicals were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.

11) Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not readily apparent nor easily accessible and therefore were not inspected. The existence of insulation, if any is mentioned, was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

12) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable unless so stated. No responsibility is assumed for such conditions, or for the engineering that may be required to discover such factors. Since no engineering or percolation tests were made by the appraiser, no liability is assumed for soil conditions. Sub-surface rights (mineral and oil) other than those typically associated with properties in this area were not considered in making this appraisal unless so stated.

13) Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.

14) Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.

15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

16) We are not environmental experts, and we do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electro-magnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to our attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist, however. The appraiser, however, is not qualified to test such substances or conditions. Based on visual inspection, there appear to be no conditions, including but not limited to the above-referenced items, which would render the property more or less valuable, except as noted. The client is urged to retain an expert in that field, if certainty is desired.

17) No chemical or scientific tests were performed by the appraiser on subject property, and it is assumed that the air, water, ground, and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dump site and that there are no underground tanks (or any underground source) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.

18) The appraiser is not qualified to judge whether the property complies with laws such as the Americans With Disabilities Act of 1990, Clean Air Act of 1990, Clean Water Act, Endangered Species Act, etc. or any subsequent revisions to any of these laws. Employee health and safety concerns as per the Occupational Safety & Health Administration (OSHA) and other agencies are also assumed to be in compliance with current regulations and standards unless specifically addressed in this report. Such categories can consist of operational procedures, storage of hazardous materials, building/property safety or protection devices, safeguards for utility entrances and distribution areas, anti-smoking legislation, etc.

19) Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the owner's submitted plans and specifications unless stated otherwise.

20) The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired.

ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

21) The comparable sales and other market data relied upon in the appraisal are believed to be from reliable sources. Though all the comparables were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.

22) The appraisal is an estimate of value based on an analysis of information known to us at the time the appraisal was made. We do not assume any responsibility for incorrect analysis because of erroneous or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice.

23) Any claims, lawsuits, etc. filed against this firm and/or author(s) are limited in monetary damages to the amount of the fee charged and collected for the completion of this appraisal report.

24) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in Court with reference to the property in question unless arrangements have been previously made therefore.

25) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

26) Personal property has not been included in this report unless otherwise stated.

27) Disclosure of the contents of this report is governed by the Bylaws and Regulations of the *American Society of Farm Manager's and Rural Appraisers* and other professional organizations to which the appraiser belongs as a member. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the *American Society of Farm Manager's and Rural Appraisers* or the ARA designation or other professional appraisal organizations and their respective designations) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the author(s).

28) This report is null and void if used in any connection with a real estate syndicate or syndication, defined as a general or limited partnership, joint venture, un-incorporated association or similar organization formed for or engaged in investment or gain from an interest in real property, including but not limited to a sale, exchange, trade, development or lease of property on behalf of others, or which is required to be registered with the U.S. Securities & Exchange Commission or any Federal or State agency which regulates investments made as a public offering.

29) The "after easement" value assumes that a conservation easement is in place, with terms and conditions as described earlier. This is a **HYPOTHETICAL CONDITION** of the appraisal, which is defined as: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Reliance on this condition may have affected the assignment results.

30) The Client and Intended User(s) are advised that the assignment was completed during a period of economic uncertainty related to unfolding events surrounding the COVID-19 (Coronavirus) global pandemic. The appraiser has made an effort to obtain the best available and most timely data. This analysis and conclusions contained here are based upon this data and the assumptions outlined, as of the effective date of the assignment.

QUALIFICATIONS OF APPRAISER

Paul Herrington
c/o Farm Credit East, ACA
190 State Route 9H
Hudson, NY 12534
518-851-3313

EMPLOYMENT: Appraiser with Farm Credit East, ACA since 1/2010 and with First Pioneer Farm Credit, ACA from 7/2005 to 12/2009. Primary geographic area is the Lower to Mid-Hudson Valley Region of New York, Litchfield County, CT and Berkshire County, MA. Previously employed as a loan officer with First Pioneer Farm Credit, ACA and Hudson Valley Farm Credit, ACA from 9/1986 through 6/2005.

EXPERIENCE WITH:
- Agricultural real estate appraisals, including dairy, crop, orchard, horse, beef, vegetable, research, part time and estate farms.
- Appraisals of properties that are encumbered by conservation easements.
- Personal property appraisals, including livestock, machinery, and vehicles.
- Commercial property appraisals, including open land, large greenhouse operations, florist shops, farm supply stores, multi-unit apartments, single-tenant office buildings, multi-unit warehouse parcels, hardware stores, factories, fertilizer plants and multi-use parcels.
- Residential appraisals, including single- and multi-family homes.

PROFESSIONAL DESIGNATIONS/AFFILIATIONS:
In 2011 I received the Accredited Rural Appraiser (ARA) designation, which is awarded by the American Society of Farm Managers and Rural Appraisers to those members who have years of experience, are technically trained, have passed a rigid examination and subscribe to a high code of ethics. I currently serve on the Board of Directors and as President for the Northeast Chapter of the ASFMRA.
- Certified as a General Real Estate Appraiser in New York effective 9/08; certificate # 46000049250
- Certified as a General Real Estate Appraiser in Massachusetts effective 12/08; license # 103145
- Certified as a General Real Estate Appraiser in Connecticut effective 2/09; license # RCG.0001228

CLIENTS: Primary responsibility is credit appraisals for Farm Credit borrowers. Appraisals have also been performed on a fee basis for the following clients.
- USDA Farm Service Agency (various locations)
- Berkshire Natural Resources Council
- Woodhull Institute for Ethical Leadership, Inc.
- Empire Livestock Marketing, LLC
- U.S. Fish and Wildlife Service
- CGB Agri Financial Services, Inc.
- American Ag Finance
- PDS Services
- FarmPlus Financial
- Behold! New Lebanon
- Cornell University
- Town of Stanford
- Weantinoge Heritage Land Trust, Inc.
- Town of Warwick
- Farmland Renewal, LLC
- Syngenta Crop Protection
- NY Central Mutual Insurance
- FundEx Asset Management
- Open Space Institute
- Stockbridge Land Trust
- Hollingsworth & Vose, Inc.
- UBS Trust Company
- Dutchess Land Conservancy
- Salisbury Bank
- Mahopac Bank
- Community Bank
- Scenic Hudson
- Columbia Land Conservancy
- CT Department of Agriculture
- Numerous individuals or entities for purposes such as estate planning, estate settlement, gifting, purchase evaluation, tax appeals, entity formation or dissolution, and sale price establishment.

QUALIFICATIONS OF APPRAISER...Cont'd.

EDUCATION:

- Current with continuing education requirements:
  - ASFMRA Ethics Update course taken 1/2023
  - CT Appraisal Law Update w/Supervisory/Provisional Appraiser Education course taken 2/2022
  - 2022-2023 USPAP update course taken 3/2022
- American Society of Farm Managers and Rural Appraisers (ASFMRA) Courses & Seminars
  - Timberland Valuation for Foresters and Rural Appraisers, 2022
  - National Best Practices for Rural Property Appraisal, 2022
  - Appraising Rural Residential Properties, 2021
  - Appraising Agricultural Land in Transition, 2021
  - Property Rights Seminar, 2020
  - Introduction to Cannabis Operations and Valuation, 2020
  - Valuing Rural America Seminar, 2019
  - Appraising Natural Resources Seminar, 2019
  - Appraising Ag Facilities: Poultry Seminar and Life Cycle Tour, 2018
  - Cost Approach Applications, 2018
  - The Valuation of Intangible and Non-Financial Assets, 2017
  - Highest and Best Use Seminar, 2017
  - Valuation of Donated Real Estate, including Conservation Easements - 2016 IRS Seminar, 2016
  - Best Practices for Rural Property Appraisal, 2016
  - Requirements of the UASFLA 'Yellow Book', 2015
  - Introduction to the Valuation of Permanent Plantings, 2015
  - Going Concern Value and Intangible Assets Seminar, 2015
  - Valuation of Conservation Easements and Other Partial Interests in Real Estate, 2014
  - Introduction to Commercial Greenhouse Appraising, 2014
  - Income Approach Applications Seminar, 2014
  - Using Excel in Specific Appraisal Applications, 2013
  - Introduction to Vineyard and Winery Valuation, 2013
  - Current Environmental Issues Affecting Real Property Appraisal, 2012
  - The Impact of Environmental Regulation & Green Technology on Real Property Valuation, 2012
  - Large Dairy Appraisal Seminar, 2011
  - Advanced Rural Case Studies, 2010
  - Advanced Approaches to Value for Rural Appraisal, 2008
  - ASFMRA Code of Ethics, 2007
  - Eminent Domain, 2006
  - Highest and Best Use, 2006
  - Principles of Rural Appraisal, 2006
  - Fundamentals of Appraisal, 1989
- Appraisal Institute Courses
  - Real Estate Finance, Statistics and Valuation Modeling, 2009
  - General Appraiser Report Writing and Case Studies, 2009
  - Basic Appraisal Principles, 2008
  - Basic Appraisal Procedures, 2008
  - Advanced Income Capitalization, 2007
  - Basic Income Capitalization, 2006
- Manfred Real Estate Learning Center Courses
  - Applied Income Property Valuation, 2007
  - Uniform Standards of Professional Appraisal Practice, 2006
  - Valuation Principals and Procedures, 2005
  - Fair Housing, Fair Lending and Environmental Issues, 2005

Bachelor of Science Degree in Animal Science with Honors and Distinction, Cornell University College of Agriculture and Life Sciences, Ithaca, New York, June 1981

The Most Trusted Rural Property Professionals

ASFMRA

CERTIFICATE OF ACHIEVEMENT

Paul Herrington, ARA

Farm Credit East, ACA 190 State Route 9H
Hudson, NY 12534
SSN: _____ STATE LICENSE NO.: _____

has successfully completed and passed

Valuation of Conservation Easements and Other Partial Interests in Real Estate

Denver, CO

05/19/2014 – 05/21/2014

Student attended all instructional presentations and passed examination

Course Hours: 22
Examination Hours: 2

Brian Stockman
Executive Vice President
5/28/2014

The American Society of Farm Managers and Rural Appraisers, Inc.
950 South Cherry Street, Suite 508, Denver, Colorado 80246 ♦ (303) 758-3513

The Most Trusted Rural Property Professionals

ASFMRA

CERTIFICATE OF ATTENDANCE

Paul Herrington, ARA

Farm Credit East, ACA Farm Credit East, ACA 190 State Route 9H
Hudson, NY 12534
SSN: _____ STATE LICENSE NO.: _____

has attended

Valuation of Donated Real Estate, including Conservation Easements 2016 IRS Seminar

State College, PA

05/19/2016 – 05/19/2016

Student attended all instructional presentations

Course Hours: 8
This course is approved by the Pennsylvania Appraisal Board

Brian Stockman
Executive Vice President
6/7/2016

The American Society of Farm Managers and Rural Appraisers, Inc.
720 S. Colorado Blvd., Suite 360-S, Glendale, Colorado 80246 ♦ (303) 758-3513

CONSERVATION EASEMENT (DRAFT)

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 20__, by **PRIMROSE HILL FARM, LLC**, a Limited Liability Company with a business address at 3778 Broadway Drive, Cincinnati, OH, 45208 (the "Grantor") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Grantee").

WHEREAS:

A. Grantor is the Owner of certain real property (the "Property") consisting of approximately 108.7 acres, in one (1) tax map parcel located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled " ", prepared by , Licensed Land Surveyor, dated and last revised on , and filed in the Dutchess County Clerk's Office on as Filed Map No. , and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to other private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to



projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Property is actively farmed and is located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is located within these priority areas.

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and is significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland using conservation easements as means to protect the biodiversity of the Hudson River Estuary Area.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes wetland habitats. The CWCS Plan identifies wetlands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN) and breaks the State into six distinct regions. The Property is located in the Hudson Valley region and is mostly wooded with a large, wooded wetland on its eastern border. The CWCS Plan describes wetland complexes in the lower Hudson Valley as "a hot spot for amphibian and reptile biodiversity in New York State". The Property is located on the edge of the East Park/Hyde Park Wetland Complex, one of four major wetland complexes in Dutchess County that provide important habitat for these diverse species. The New York Natural Heritage Program (NYNHP) has identified endangered species in the wetland on the Property. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes



the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs..." The Property is located within an Agricultural Priority Area in the Plan and the priority areas containing farmland are identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #20, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

M. The Property is located within the Hudson Valley EcoRegion as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the Natural Resource Inventory of Dutchess County (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion extends along the entire western boundary of Dutchess County, consisting of plains broken by hills and terraces, in which common land uses include pasture and cropland.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forest and open grasslands; habitats on the property are predominantly streams, wetlands and contiguous forest with some grasslands. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of Clinton which adopted an Open Space Protection Plan in October 2011. The Plan identifies the Property as being located in an "Important Farmland Area" and ranks the land in the highest category for agricultural resources. The Open Space Protection Plan encourages the use of conservation easements via the purchase of development rights as a tool/technique for open space protection. The Open Space Protection Plan also identifies the Property as an historic site within the Town and shows it on Map 3: "Open Space Map, Cultural Resources within the Town of Clinton Open Space Plan".

O. The Town of Clinton Comprehensive Plan (the "Comprehensive Plan"), adopted in 2012, identifies preserving the natural resources of the Town as one of its main goals and recommends preserving the agricultural potential of land by protecting prime and statewide important farmland soils. The Comprehensive Plan recommends preserving open space and agricultural lands by promoting the use of purchase of development rights programs. The Property is identified on the Comprehensive Plan's map of "Parcels with Historic Sites" and on its Centers and Greenspaces Plan (Figure 9.1) as being located in an area covering more than 1,000 acres of habitat.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 14 acres of prime soils, and approximately 68 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property contains headwaters of the Crum Elbow Creek, a tributary to the Hudson River that is wholly contained within Dutchess County. The Hudson River Drinking Water Intermunicipal Council memorandum of agreement signed on May 31, 2018 by municipal leaders of seven municipalities formed the "Hudson 7" council which represents 100,000 people that depend on the Hudson River for drinking water. The Crum Elbow watershed is included on a map titled, "Source Waters for the "Hudson 7" prepared by the Dutchess County Department of Planning and Development dated September, 2018 and hosted by Riverkeeper, Inc.

R. The Property contains approximately a 13 acre portion of 21 acre Freshwater Wetland No. SP-



55, a Class II wetland, designated pursuant to Article 24 of the New York Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. Approximately 6 acres of wetlands designated as a freshwater pond on the National Wetlands Inventory by the United States Department of the Interior overlaps with the wetland described herein.

S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains the headwaters and an 800 foot length of the Crum Elbow Creek (H-124) a Class A stream that has been classified by the New York State Department of Environmental Conservation according to its best use for drinking water. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.

T. The Property contains approximately 50 acres of forest lands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.

U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified marsh, wet meadow, ponds, hardwood and shrub swamp, upland shrubland, upland meadow, upland conifer forest, upland hardwood forest and upland mixed forest and an intermittent woodland pool on the Property, as referenced in *Significant Habitats in the Town of Clinton*, Dutchess County, New York, by Christopher Graham, Kristen Bell Travis and Gretchen Stevens, Hudsonia Ltd., December 2012.

V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number C00xxxGG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 21 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 30 below.

W. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its purposes.

NOW, THEREFORE, in consideration of the foregoing, _____Dollars ($_____) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.
Grantor hereby grants and conveys to Grantee a conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to

perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. **Purposes.**
The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Purposes of this Easement.

3. **Implementation.**
This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. **Definitions.**

4(a). "**Accessory Apartment:**" Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **"Accessory Residence:"** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). "**Accessory Structure:**" Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Structures and Improvements:"** Structures or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a



farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

4(e). **"Agricultural Use:"** Those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **"Agricultural Tourism:"** As defined in Article 25-AA of the AML, or such successor law as enacted. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(g). **"Cabin:"** A roofed Structure that is not a permanent residential dwelling and is self-sufficient, not serviced by water supply, sewer, natural gas, electrical power grid, or similar utility services. The cabin shall operate completely independently of all traditional public utility services and utility services generated from Renewable Energy Facilities, sourced from on or off the Property.

4(h). **"Commercial Uses:"** Any use or activity undertaken for business purposes, including, but not limited to, the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(i). **"Conservation Plan:"** An Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(j). **"Crops, Livestock and Livestock Products:"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

(4k). **"Educational Uses:"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.

4(l). **"Farm Labor Housing:"** Dwellings or Structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential

employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(m). **"Farm Operation:"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(n). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.

4(o). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 15.*

4(p). **"Grantee:"** includes the original Grantee and its successors and assigns.

4(q). **"Grantor"** includes the original Grantor and its heirs, successors and assigns.

(4r). **"Height:"** The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(s). **"Impervious Surfaces"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(t). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(u). **"Industrial Uses:"** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(v). **"Institutional Uses:"** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(w). **"Invasive Species:"** A plant, animal or other organism that is not native to an ecosystem whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.

4(x). **"Owner"** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(y). **"Principal Residence:"** The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.

4(z). **"Recreational Structures:"** Structures used for passive recreational activities such as an open-air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Property.

4(aa). **"Recreational Uses"** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(bb). **"Renewable Energy Facilities:"** Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(cc). **"Residential Dwelling"** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(dd). **"Residential Uses:"** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(ee). **"Run-in Shed:"** A three-sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(ff). **"Rural Enterprises"** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(gg). **"Structure:"** Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(hh). **"Telecommunications:"** The transmission, receipt, or exchange of information using technology involving the Property and any other location.

4(ii). **The following** "Use Areas" **are defined for the Easement:**

"Split Farmstead Areas:" An area depicted on Exhibit B, consisting of two areas designated as Parts A and B, that each center on existing farm Structures or future planned Structures. For the purposes of this Easement, the aggregate of the two Parts comprises a single Split Farmstead Area.

"Resource Protection Areas:" Areas depicted on Exhibit B which encompass an ecologically sensitive wetland that contributes to a public water supply and adjacent uplands.

"Farm Area:" The remaining area of the Property, as depicted on Exhibit B of this Easement.

4(ii). **"Viable Agricultural Land:"** Land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior permission. No Structures or Improvements shall be built, expanded, or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

6. **Use of Property**. Except as provided specifically herein, the Property shall be used solely for Residential, Agricultural, Recreational, Educational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Agricultural Tourism,



commercial Recreational Use, commercial Forestry Use, and Rural Enterprises that are compatible with the Purposes of this Easement. No Institutional Use of the Property is permitted except with the prior permission of the Grantee. Industrial Uses of the Property are prohibited

7. Reserved Rights Retained by Grantor.

Grantor reserves all customary rights and privileges of ownership subject to the terms of this Easement, including the right of exclusive use, possession, and enjoyment of the Property and, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purposes set forth in Section 2 ("Purposes") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that processing, marketing or retailing of Crops, Livestock and Livestock Products and similar activities involving processed products associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and conducted in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation, and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. Notwithstanding the foregoing, the Resource Protection Area shall not be used for the production of any livestock or livestock products except for the placement of apiaries.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.

Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Recreational and Educational Uses must be

compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purposes of this Easement and shall be only those not otherwise specifically prohibited by this Easement. The Conservation Plan shall identify potential adverse environmental impacts of agricultural activities, provide for enhancement of the agricultural productivity and economic viability of the Property and include the prohibition of livestock and livestock products within the Resource Protection Area contained in Section 7(a) ("Right to Use Property for Agricultural Uses"). Where the Property is subject to an accepted forestry management plan for Commercial Forestry pursuant to Section 14(c) ("Forestry"), the forestry management plan will control. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

10. Construction of Buildings and Other Improvements.

The Property consists of three (3) Use Areas that are further described in the Baseline Documentation Report (referenced in Section 23 herein. Two of these Use Areas are identified on the Easement Map attached hereto as Exhibit B: 1) the Split Farmstead Area and 2) the Resource Protection Area. A third Use Area, the Farm Area, consists of all land that is not within either of those two Use Areas. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be



constructed or placed on a maximum of five percent (5%) of the Farm Area. There is no limitation on Impervious Surfaces within any designated Farmstead Area

10(b). Fences.

Existing fences may be repaired, removed, and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, for safety and general property management, and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 11(c) and may be repaired, removed, enlarged, and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within any designated Farmstead Area.

Resource Protection Area: Structures and Improvements are prohibited within the Resource Protection Area except for apiaries.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts, or other means of crossing wet areas may be constructed or placed subject to obtaining required permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10(a) above.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged, and replaced at its respective location. Residential Uses shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Uses of the Property.

Farmstead Areas: Without permission of Grantee, Residential Dwellings, together with accessory Structures and Improvements, are permitted within the Farmstead Areas to the extent allowed below, subject to any applicable local, state, or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement, there was one (1) such residence on the Property. The Principal Residence, built and existing on the date hereof, shall not be expanded to exceed a Footprint Area of 4,000 square feet and a Height of 35 feet and no new or replacement Principal Residence shall exceed a Footprint Area of 4,000 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, no such residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence with which it is associated.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement no Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence with which it is associated.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence with which it is associated. As of the date of this Easement, no Farm Labor Housing units exist on the Property.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the Resource Protection Area

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with the prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area if proven to Grantee's satisfaction that it is necessary to locate such housing in the Farm Area in order to conduct Farm Operations. Any such Farm Labor Housing Unit may be placed on footings or slabs, but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 1,500 square feet and a Height of 25 feet each. The land on which



these Residential Dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Structures and Improvements associated with Rural Enterprises may only be established within the Split Farmstead Area unless otherwise permitted in this Section 10 ("Construction of Buildings and Other Improvements"). Structures and Improvements related to Agricultural Tourism are permitted only within the Farmstead Areas. Activities related to Agricultural Tourism are permitted in the Farm Areas. In all cases, such uses and any necessary Structures or Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Enterprises that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junkyard or gas station), are prohibited unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Structures and Improvements associated with Recreational and Educational Uses are permitted within any designated Farmstead Area.

Resource Protection Area: With prior permission of Grantee, Grantor may place or construct boardwalks and blinds for Recreational and Educational Uses. All other Structures and Improvements associated with Recreational and Educational Uses are prohibited in the Resource Protection Area.

Farm Area: Without permission of Grantee, Grantor may place or construct Structures and Improvements associated with commercial and non-commercial Recreational Uses with a maximum aggregate Footprint Area of one thousand (1,000) square feet. Permission of Grantee is required for Structures and Improvements associated with Recreational and Educational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational and Educational Uses shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces") and shall be sited in a manner that minimizes impacts to prime soils and soils of statewide importance.

10(g) Cabins.

A total of two (2) Cabins used for short term rentals and personal use are permitted on the Property. Without permission of Grantee, Grantor may place and construct Cabins in the Farmstead Area. With prior permission of the Grantor pursuant to Section 18 ("Permission of and Notice to Grantee") Cabins may be located in the Farm Area, provided that the locations are subordinate to Agricultural Use and vehicular access is limited to agricultural vehicles, All-Terrain-Vehicles, or similar personal off-road vehicles. Construction of parking areas at Cabins in the Farm Area is prohibited. No Cabin shall exceed a Footprint Area of 500 square feet and a Height of 20 feet. Cabins may be placed on footings or slabs, but not on excavated foundations. Cabins are prohibited within the Resource Protection Area. The Cabins and all associated Structures and Improvements shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

10(h). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purposes of this Easement, subordinate to the Agricultural Use of the Property and sited in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(i). Structures and Improvements associated with Renewable Energy and Telecommunications.

With permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited, except that no more than one (1) New York State Mesonet weather station or similar Telecommunications Structure may be installed on the Property for the sole purpose of providing data collection and communications services for research or scientific purposes.

Farmstead Areas: With prior permission of Grantee, all Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within any designated Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Property.

Resource Protection Area: Renewable Energy Structures and Improvements are prohibited within the Resource Protection Area.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), facilities for the generation of



energy from renewable resources for non-Commercial Use, principally on the Property may be constructed or placed in the Farm Area. Such facilities may include access roads and other accessory Improvements. Renewable Energy improvements must be compatible with the Purposes of this Easement and must be subordinate to the Agricultural Use of the Property. They must also be sited in a manner that minimizes impacts to prime agricultural soils and soils of statewide importance as well as impacts to scenic views from public vantage points. Grantee may impose conditions in its approval of such facilities to ensure compliance with these requirements. Such conditions may include posting a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact, affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Property. Any such Structure or Improvement may be enlarged or relocated with permission of the Grantee.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property, and improve the agricultural and forest management potential of the Property. Such alteration must be consistent with the Conservation Plan and compatible with the Purposes of this Easement, must be conducted in accordance with sound agricultural practices (as described in Section 7(a)), , and must be carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state, and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision and Lot Line Adjustments.

The Property is currently comprised of one (1) tax map parcel owned by Grantor. There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments that change boundaries without creating any new building lots may be permitted with the prior permission of the Grantee pursuant to Section 18 ("Permission of and Notice to the Grantee"), provided that the portion of the Property being conveyed will be used for Agricultural Uses and not for any Residential Uses. Such lot line adjustments shall not result in a material reduction in the size of the Property. No such lot line adjustment shall affect the use of the Property permitted by this Easement or the calculation of the number, square footage or character of Structures permitted by this Easement. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the

Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee").

14. Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources. There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a) Clearing without Prior Permission. Without prior permission of the Grantee, trees and vegetation may be removed (1) in association with the harvesting and management of Christmas trees produced within the Farm Area; (2) within any designated Farmstead Area (3) as needed to facilitate Agricultural Use in the Farm Area; (4) which endanger public safety, are diseased, damaged or fallen; (5) which need to be cleared to ensure the health of other trees; (6) in connection with the construction of permitted Structures, parking areas, and other Improvements to the minimum extent necessary, provided that such clearings do not exceed three acres; (7) to construct and/or maintain walking or hiking trails; (8) to maintain and manage habitat areas; (9) to enhance the overall diversity of native plant species; (10) to provide control of Invasive Species; (11) to support the ecological health and biodiversity of the Property; and (12) to maintain the scenic and natural character of the Property, in compliance with the restrictions set forth below in this Section 14.

14b) Clearing with Prior Permission. With the prior permission of the Grantee pursuant to Section 18, trees may be removed (1) to clear-cut areas of the Property to create open land for agriculture, habitat management, shooting fields, and views; (2) to clear more than three acres for permitted Structures and Improvements; and (3) as otherwise permitted by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Clearing of trees is prohibited in the Resource Protection Area. In the event that a natural disaster or other event outside of Grantor's control results in the creation of new open spaces in the Resource Protection Area, such open spaces shall not be maintained in an open condition, but rather shall be permitted to revegetate naturally or otherwise in a manner approved by Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

14(c) Forestry. With the prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy, except that for properties under the NYS 480-a program, noted below, the Conservancy shall only require notice, pursuant to Section 18 ("Permission of and Notice to Grantee")., and a copy of the plan required New York State for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (3) (if applicable), logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs). Forestry Uses shall be prohibited in the Resource Protection Area unless the Property is enrolled in the NYS 480-a program and complies with all requirements in this Section 17(c).

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that (a) the use has limited, localized impact on the Property, (b) the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein, and (c) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, except for facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 11(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads to provide access to and parking for permitted buildings, improvements, and activities. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash and household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or for commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with permitted Uses and Structures on the Property is allowed by this Easement.

18. Permission of and Notice to Grantee.

Prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 35 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the Purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required.

The Grantee may waive review of any Structure, Improvement or alteration permitted by the Easement which it deems to have no or an insubstantial impact on the Purpose and provisions of the Easement.

18(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written permission is required, the Grantee shall grant or withhold its permission in writing within 35 days of receipt of the Grantor's request for permission accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold permission only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the Purposes or specific provisions of this Easement. The Grantee may grant its permission subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the permission of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

Where only prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement, or any significant landscape alteration. Prior to commencing any activity requiring prior notice, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Purposes and restrictions of this Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee determines that an activity requiring prior notice does not meet the standards of this Section 18, it shall promptly notify Grantor of such determination.

19. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

19(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities of the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with the Grantee's administration and/or enforcement of this Easement or otherwise, provided that



the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition o arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims, or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damager related to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee and the State of New York, Department of Agriculture and Markets harmless from and against any and all costs, claims, expenses, fines penalties, assessments or citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantor shall indemnify and hold harmless the Grantee and the New York State Department of Agriculture and Markets, and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the Department of Agriculture and Markets may be subject or incur relating to the Property, which may arise from, but are not limited to, any personal injury, accidents, negligence or damage, Grantor's ownership of the Property, Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless the Grantee and the Department of Agriculture and Markets or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. The Grantee and the Department of Agriculture and Markets shall have no liability to Grantor or any other Owner for acts of the Grantee and the Department of Agriculture and Markets or their, taken in good faith in connection with the exercise of their rights under this Easement.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –



a. Agricultural Use,
b. Conservation Plan,
c. Crops, Livestock and Livestock Products,
d. Farm Labor Housing,
e. Farm Operation,
f. sound agricultural practices (as described in Section 7(a)), and
g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. To evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties. A copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection.



Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purposes of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purposes of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so later. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and which occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or political or social upheavals such as wars or riots.

25. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as



Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted subject to Section 20 shall not prevent the mediation allowed under this Section 25. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

26. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL and that is a "qualified organization" under Section 170(h) of the Code, including a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets or its successor agency, if any, must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

27. Sale, Transfer and Subdivision of Property.

27(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any portion thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. on _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

27(b). Notice and Effect of Lot Line Adjustment. Prior to any permitted lot line adjustment of the into two or more parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall continue to encumber the parcel conveyed. References in this Easement to the Property, or to the Owner or Owners or Grantors, shall be deemed to refer to the Owner or Owners of each such parcel conveyed, and no Owner or Owners of any such parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other portion of the Property. In the event that an Owner of a subdivided parcel requests an amendment of this Easement, and the Grantee agrees to such amendment, the amendment shall affect only the parcel of land for which the request was made and shall have no effect on any other land protected by this Easement.

27(c). Allocation of Permitted Structures. In the event that a lot line adjustment occurs pursuant to Section 13 ("Subdivision and Lot Line Adjustments"), in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be

allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

27(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the Purposes and provisions of this Easement, to perform its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to otherwise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property, and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

27(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "Owner" shall include the Owner of any beneficial equity interest in the Property. The preceding sentence shall not impose personal liability on any such beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

27(f). Discharge of Owner Upon Transfer. In the event any Owner transfers fee ownership of all or any portion of the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

28. Amendment of Easement.

This Easement may be amended only with the written permission of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private



inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any such amendment to this Easement shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

29. Extinguishment of Easement.

At the mutual request of Grantor, Grantee, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purposes of this Easement described in Section 2 ("Purposes"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purposes") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 30 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or the portion of the Property as to which the extinguishment applies times the percentage determined under Section 30.

30. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment, partial extinguishment, sale or other disposition of the Property as contemplated in Section 29 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is _____ percent (__%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New



York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board.

31. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

32. Recitals and Exhibits Incorporated Herein.

All recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. All exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

33. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

34. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

35. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 37.

36. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the



Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

37. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

38. Subsequent Encumbrances.

The grant of any easements or use restrictions is allowed with the permission of Grantee pursuant to Section 18(a) ("Standards and Timetable for the Grantee's Permission"). Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

39. Preemptive Purchase Right.

Grantor acknowledges that the continued ownership of the Property by a party capable of conducting Agricultural Use on the Property is integral to fulfilling the Purposes of the Easement. Accordingly, Grantor hereby grants to Grantee a preemptive right to purchase the Property in accordance with the provisions of this Section 39 ("Preemptive Purchase Right") upon a proposed sale of the Property as more fully set forth below. The Preemptive Purchase Right constitutes a restriction that runs with the land and shall apply to each Conveyance (as hereinafter defined) in perpetuity.

39(a). Trigger of the Preemptive Purchase Right. Grantee shall have the right to exercise the preemptive purchase right in the event that Grantor proposes to sell or otherwise transfer (a) the Property or any part of the Property, (b) any interest in the Property or (c) any interest in a corporation, limited liability company, partnership or other entity holding title to the Property (any such transaction or occurrence is hereinafter referred to as a "Conveyance"). Unless otherwise permitted by the Easement, the Property shall only be sold in its entirety.

39(b). Exempt Transactions. Notwithstanding the foregoing, the following Conveyances shall not trigger Grantee's rights hereunder (each an "Exempt Transaction"):

i. Any conveyance of the Property to a transferee who agrees in writing to continue Agricultural Use, provided that the following conditions are also satisfied:
   a. The price must be no greater than the as-restricted value (as described below in 39(f)(i))
   b. The conveyance must be made to:
      i. a transferee who personally, or whose spouse or life-partner either currently meets the definition of qualified farmer or who previously met the definition of qualified farmer for a minimum of seven (7) years within the past twenty (20) years (as used herein, the term "qualified farmer" shall mean a person or entity who currently earns, and has earned for the previous two years, at least two thirds of his or her annual gross income from the "business of farming," as that term is defined in Treasury Regulation 1.175-3 or any successor regulation); or



ii. a spouse, life-partner, parent, grandparent, sibling, child, stepchild, niece, nephew, or grandchild of Grantor (any one or more of whom are hereinafter referred to as a "Relative"); or
iii. a trust for the exclusive benefit of Grantor and/or a Relative; or
iv. a family partnership, family limited partnership, family limited liability company, or other similar family entity, provided that all interests in any such entity are owned, legally and beneficially, by Grantor and/or a Relative; or
v. a nonprofit organization whose mission includes facilitating access to farmland at prices affordable to qualified farmers, and which has made a written commitment to continue Agricultural Use of the Property.

ii. Any mortgage, pledge, or other assignment of the Property to an institutional lender as security for any indebtedness of Grantor provided that any such mortgage, pledge, or other assignment of the Property requires that:

a. Grantee shall receive concurrent notice of any default under any such indebtedness and shall be afforded a reasonable opportunity to cure such default on behalf of Grantor; and

b. Any party acquiring the Property as result of a default of Grantor in the payment of such indebtedness shall be bound by the terms of this Easement in the same manner as Grantor hereunder, including being subject to this preemptive purchase right.

39(c). Notice of Intent to Market. Whenever Grantor intends to market the Property for sale, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to market," and shall be delivered to Grantee not later than ten (10) days after the Property is either listed for sale with a broker or other person or any marketing materials for Conveyance of the Property or interest therein have been prepared, whichever occurs first. The notice of intent to market shall include a copy of any brokerage agreement, listing materials or other materials used or proposed to be used in connection with the marketing of the Property, including the proposed offering price for the Property.

39(d). Notice of Intent to Convey. Whenever Grantor intends to enter into a transaction that would constitute a conveyance of the Property, including an exempt transaction, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to convey" and shall be delivered to Grantee not later than five (5) days following the receipt by the Grantor of an offer for the Property that the Grantor is inclined to accept.

The notice of intent to convey shall include:

i. A copy of any written offer that Grantor has received and is willing to accept; and

ii. To the extent then executed, a copy of any written agreement between Grantor and a proposed transferee relating to the proposed Conveyance (together with such other instruments as may be required to show that proposed agreement has been entered into in good faith). Grantor acknowledges and agrees that any written agreement executed

by Grantor with respect to any conveyance shall specifically state that it is subject to the rights of Grantee pursuant to this Easement with preemptive purchase right; and

iii. A written description of the transferee's training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of (1) agricultural activities to be conducted or facilitated by transferee, (2) the retail or wholesale markets the transferee intends to utilize for sale of the agricultural products from the Property, (3) any proposed improvements to the Property, (4) a statement of anticipated agricultural income and expenses derived from the Property for a three-year period following transferee's acquisition of the Property, (4) a twelve-month cash flow projection or (5) other documentation of the transferee's capacity and intention to conduct Agricultural Use of the Property as determined by Grantee at its sole discretion. If transferee has no such training and experience or no intention of operating an agricultural business on the Property, a written statement to that effect.

iv. If the proposed conveyance is represented to be an exempt transaction, the notice to convey shall also include the documents needed to establish the conveyance as such, including:

a. Documentation sufficient to show that the conveyance is at or below the as-restricted value. Such documentation may include:
   i. A copy of an appraisal determining the as-restricted value of the Property in accordance with Section 39(f)(i); or
   ii. Any other adequate documentation the Grantor may provide sufficient to prove that the conveyance is at or below the as-restricted value. Determination of the adequacy of said documentation is at the Grantee's sole discretion.

b. Documentation sufficient to establish the required qualified farmer status and the relationship(s) used to claim an exempt transaction under the terms of Section 39(b)(i), or the buyer's federal income tax filings from the previous two years, if the exempt transaction is claimed under Section 39(b)(ii). The sufficiency of such documentation shall be determined by Grantee, at its sole discretion.

39(e). Notice of Intent to Exercise Preemptive Purchase Right: If Grantee determines that the proposed conveyance is not an exempt transaction, Grantee may exercise the preemptive purchase right by giving Grantor notice thereof ("notice of intent to exercise") promptly, but in no case more than sixty (60) days following receipt of Grantor's notice of intent to convey. Failure by Grantee to provide such notice within 60 days shall constitute a waiver of Grantee's rights under the preemptive purchase right with respect to the proposed conveyance that is the subject of such notice of intent to convey. Grantee shall notify Grantor immediately upon a determination that it will not exercise this Preemptive Purchase Right with respect to a proposed conveyance. Failure to exercise this right with respect to a proposed conveyance shall not constitute a waiver of any of Grantee's rights with respect to a subsequent conveyance.

39(f). Purchase Agreement. If Grantee gives Grantor a notice of intent to exercise, Grantor and Grantee shall, either within sixty (60) days of delivery of said notice if Grantee chooses not to seek an appraisal, or within ten (10) days of receipt of the final appraisal if the purchase price (defined below) is determined pursuant to Section 38(f)(i) below, enter into a written agreement with respect to the sale of the Property (the "purchase agreement"). Unless otherwise agreed by the parties, the purchase agreement shall contain the following terms:

(i) Purchase Price. The price for which Grantee shall have the right to purchase the Property (the "permitted resale price") shall be the lesser of the offer price set forth in any written agreement delivered by Grantor to Grantee pursuant to Section 38(d)(i) above, or a price equal to the as-restricted fair market value of the Property ("as-restricted value") determined as follows:

a. An appraisal of the as-restricted value of the Property, including all improvements thereon, based on its use value for productive Agricultural Use (hereinafter, the "agricultural use value") of the land comprising the Property, assuming that its highest and best use is commercial agricultural production commonly occurring within the market area where the Property is located on the date that the notice of intent to exercise is given, as determined by a jointly approved qualified, independent appraiser selected by Grantor and Grantee, with the cost of such appraisal to be at Grantee's sole expense. If Grantor and Grantee cannot jointly agree on a qualified, independent appraiser, Grantor and Grantee shall each select their own qualified, independent appraiser, each at their own expense. If the value of the Grantor and Grantee's individual appraisals are within 10% of one another, for the purpose of determining the permitted resale price the as-restricted value shall be the average of the two appraised values. If the Grantor and Grantee's individual appraisals vary by more than ten percent (10%) then Grantors' appraiser and Grantee's appraiser shall together appoint a third duly licensed appraiser with experience in the appraisal of agricultural real estate, who shall appraise the Property according to the requirements of the paragraph above. The cost of the third appraisal shall be equally borne by Grantee and Grantors. The value of the Property determined by the third appraiser in such case shall be the as-restricted value. As an alternative to appointing a third appraiser, Grantor and Grantee may agree upon a price based upon averaging the two appraisals or otherwise.

b. Appraisal(s) shall be completed by a licensed appraiser with experience in the appraisal of agricultural real estate and shall take into consideration the permitted and restricted uses set forth in the Easement as well as the impact on value resulting from the preemptive purchase right. The appraiser shall consider at least three approaches to valuation, including the Cost, Income, and Sales Comparison Approaches and shall value the land and all permanent structures and improvements (including permanently installed land improvements such as in-ground irrigation systems, farm roads, and tiling) by such appraisal methods as



said appraiser finds appropriate for determining the as-restricted value of the Property.

(ii) Grantee's Right of Entry in Furtherance of the Preemptive Purchase Right. Grantee and Grantee's designees shall have the right to enter upon the Property at reasonable times upon reasonable advance notice for the purpose of preparing for the purchase of the Property (or interest therein), including but not limited to conducting appraisals, surveys, soils tests, engineering studies, and obtaining other desired information about the Property. Such entry onto or testing of the Property shall be conducted in a manner that reasonably limits any disturbance the use and enjoyment of the Property by Grantor.

(iii) Closing. The closing of the transaction contemplated by the purchase agreement will take place within ninety (90) days following execution of the purchase agreement.

(iv) Title. Grantor shall convey to Grantee, by bargain and sale deed with covenant against grantor's acts, in customary, recordable form, good, clear, record and marketable title to the Property free of all liens, leases, tenancies, occupancies or other encumbrances, subject only to (a) customary utility distribution easements (b) rights of the general public to use public roads; (c) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Property; (d) the permitted exceptions in existence as of the date of this Easement and (e) the terms and conditions of this Easement. Grantor shall provide to Grantee copies of any existing title insurance policies, abstracts of title and survey maps of the Property. The state of title to the Property shall be determined by a title examination paid for by Grantee, and Grantee may obtain title insurance at Grantee's expense. In the event Grantor is unable to convey good and marketable title as required hereunder despite Grantor's best efforts (including the application of the purchase price to reduce any monetary liens), then Grantee may elect to terminate the purchase agreement and its exercise of this preemptive purchase right or to accept such title as Grantor shall be able to deliver and pay the purchase price without reduction, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

(v) Approvals. Grantor agrees to obtain at his sole expense any and all permits and approvals required under law or regulation for the conveyance of the Property (or interest therein) to Grantee under the purchase agreement. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.

(vi) Hazardous Materials. Upon execution of the purchase agreement, Grantor shall update the representation made below regarding the presence or release of hazardous materials. In the event that Grantee discovers that any hazardous material has been found or released from or onto the Property, or that any violation of law related thereto has occurred on the Property, Grantee may at Grantee's option terminate the purchase agreement and declare its exercise of



the preemptive purchase right to be null and void.

Representation: Grantor represents to Grantee that Grantor is not now aware of the placement or dumping on the Property of any "hazardous material," including but not limited to petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, or any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, or of the existence of any violation of federal, state or local law related thereto. The term "hazardous material" shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in compliance with all applicable laws, in reasonable quantities for a lawful agricultural operation.

(vii) Prorations and Fees. Grantor and Grantee shall prorate property taxes, assessments, fuel on the premises and rents as of the date of closing. Other transfer taxes and other taxes, fees and charges will be allocated in accordance with the customary practice in Columbia County.

(viii) Casualty. In the event any structure on the Property is substantially destroyed by fire or other casualty, Grantee may elect to (a) proceed to closing and accept the proceeds of any insurance policy Grantor may have with respect to such destruction; or (b) if such insurance proceeds are less than the value of the structure as determined by appraisal using the methodology described above, proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such contributory value and insurance proceeds; or (c) terminate the purchase agreement and withdraw its election to exercise the preemptive purchase right, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

(ix) No Changes in Property. Grantor shall not physically alter the Property or the improvements on the Property or enter into any lease after Grantee delivers the notice of intent to exercise without Grantee's written consent, except to perform generally accepted agricultural practices and normal repairs and maintenance.

(x) Personal Property. All personal property, livestock, machinery and equipment not included in the sale or other transfer shall be removed from the Property, and all other waste and debris shall be removed from the Property prior to closing.

(xi) Assignment. Grantee may by written instrument, a copy of which shall be delivered to Grantor, assign its rights under the purchase agreement to a third party who, in the reasonable opinion of Grantee, will use or will facilitate the use of the Property for productive Agricultural Use.



(xii) Form of Agreement. Grantor acknowledges receipt of, and accepts, the form of purchase and sale agreement heretofore delivered by Grantee to Grantor and agrees that such form conforms to the requirements of this Section.

(xiii) Power of Attorney. In the event Grantor fails to execute the purchase agreement within ten (10) days of delivery to Grantor (provided that the purchase agreement conforms to the requirements of this Section), Grantor hereby constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact for Grantor and in Grantor's name to execute, acknowledge and deliver such purchase agreement as the act and deed of Grantor.

39(g). Waiver of Preemptive Purchase Right for Specific Proposed Conveyance. If Grantee fails to provide delivery of a notice of intent to exercise or, if Grantee elects to terminate the preemptive purchase right under the terms of the purchase agreement, or if Grantee unjustifiably fails to purchase the Property within ninety (90) days following execution of the purchase agreement (as the same may be extended pursuant to the terms of the purchase agreement), then at the request of Grantor, Grantee shall promptly execute and deliver to Grantor a document in suitable form for recording waiving Grantee's rights hereunder in connection with the proposed conveyance, and Grantor may proceed with the proposed conveyance; provided, however, that the proposed conveyance by Grantor to such prospective transferee must be completed within the twelve (12) month period following delivery of the notice of intent to convey given with respect thereto. Any such waiver of the preemptive purchase right shall state or automatically be deemed to state that it waives the preemptive purchase right only for purposes of the specific conveyance in question and that the preemptive purchase right (and the balance of this Easement) shall continue to be in effect for all other future conveyances. Grantee shall have the right to waive this preemptive purchase right with respect to the proposed conveyance at any time, including following execution of a purchase agreement.

40. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management



control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

41. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 28 ("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's Purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party deriving from the Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while such party is an Owner or entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the



Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

LANDOWNER
Grantor: Primrose Hill Farm, LLC

By: _____
Robert A. Schoch
Title:

DUTCHESS LAND CONSERVANCY, INC.
Grantee:

By: _____
Rebecca E.C. Thornton
President

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Robert A. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement



APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N" and "P")
- "Purposes"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situated, lying and being in the Town of Clinton, Dutchess County, New York, more particularly described as follows:

[TO BE PROVIDED FOLLOWING SURVEY WORK]

EXHIBIT B
Conservation Easement Map

[TO BE PROVIDED FOLLOWING SURVEY WORK]

EXHIBIT C
Survey Map

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025153 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE PRIMROSE HILL FARM IN THE TOWN OF CLINTON, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 **Yes** 0 **No**

Abstentions: 0

2025153 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE PRIMROSE HILL FARM IN THE TOWN OF CLINTON, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 14, 2025

ENVIRONMENT

RESOLUTION NO. 2025154

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DOMIN FARM IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2022) for an award in an amount not to exceed $424,005 in grant funds available through the Dutchess County Partnership for Manageable Growth Program (the "Program"), and this award shall partially fund the purchase of a conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately +/- 201 acres of property known as Domin Farm, (Tax Grid Numbers: 6362-04-671168, 6462-03-030054, 6362-04-844138 and 6462-03-047082), located on Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York, and

WHEREAS, a real estate appraisal completed by Al DeKrey dated March 27, 2025, which is on file with the Clerk to the Legislature, supports the purchase price as it values the Easement at approximately $4,000 per acre for a total purchase price of $805,148; the total cost of the project is $864,048 which includes closings costs, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, the U.S. Department of Agriculture's Natural Resources Conservation Service (USDA NRCS) shall contribute up to $381,143, the Dutchess Land Conservancy shall contribute up to $58,900, and Dutchess County Partnership for Manageable Growth shall contribute up to $424,005, for a total contribution of up to $864,048, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy which shall assume primary responsibility to monitor and enforce said easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which would become available upon extinguishment of said easement, if ever, and

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of the necessary funding as outlined above, and

WHEREAS, Resolution 2019303, a Bond Resolution, authorized the issuance of $2,525,000 serial bonds of the County for acquisition of parcels of land, or rights or interests in

such land, for active and/or passive park purposes and the preservation of open space and farmland, and

RESOLVED, that the County Executive, or her designee, is hereby authorized to execute the Grant Agreement in substantially the same form as attached hereto, and any other related documents that may be necessary, and be it further, and

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Program to complete the acquisition contemplated herein, including minor revisions to the documents, if necessary, and be it further

RESOLVED, that as a result of the adoption of Resolution 2019303, funds are now available in the Capital Projects Account H0547, and have been reallocated to partially fund the purchase of a conservation easement in the amount of $864,048, on property known as the Domin Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATION		
Decrease		
H0547.8020.3006	Easement-Conservation	($424,005)
Increase		
H0547.8020.3006.7029	Domin Farm	$424,005

CA-124-25
LDF/rjw
R-1084
9/15/25
Fiscal Impact: See Attached.

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain).*

Identify Line Items(s):
H0547.8020.3006.7029 - Easement-Conservation Domin Farm

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:
Requesting the Legislature authorize the execution of a grant agreement concerning a grant from the Partnership for Manageable Growth (PMG) to facilitate the purchase of a conservation easement on +/- 201-acres known as Domin Farm located in the Town of LaGrange. The total (not to exceed) cost of the easement is $864,048. $424,005 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program, USDA NRCS and the Dutchess Land Conservancy will provide the balance of funds. Dutchess County will receive a conservation easement on the property, to conserve viable agricultural land by preventing the conversion of the property to non-farm uses. It should be noted that this is below the initial award amount of $461,041 made in March of 2023. The source of County funds is Capital Account H0547, a bond approved by Dutchess County Legislature Resolution No. 2019303, to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Clayton Gurnett Prepared On: 9/2/2025

SUE SERINO
COUNTY EXECUTIVE

EOIN WRAFTER, AICP
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PLANNING & DEVELOPMENT

To: Gregg Pulver, Assistant County Executive

From: Eoin Wrafter, Commissioner of Planning and Development

Re: Partnership for Manageable Growth Resolution Request: Domin Farm

Date: September 2, 2025

Enclosed is a Resolution Request for inclusion on the October agenda of the Legislature, requesting the Legislature authorize the execution of a grant agreement with respect to a grant from the Dutchess County Partnership for Manageable Growth (PMG) grant program, to partially fund the purchase of a conservation easement on approximately 201 +/- acres known as Domin Farm, in the Town of LaGrange, in partnership with USDA NRCS and the Dutchess Land Conservancy.

The Primary Purpose of this easement is to conserve viable agricultural land by preventing the conversion of the property to non-farm uses.

The total (not to exceed) cost of the easement is $864,048. $424,005 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program, USDA NRCS and the Dutchess Land Conservancy will provide the balance of funds. The source of County funds is Capital Account H0547, a bond approved by Dutchess County Legislature Resolution No 2019303.

COUNTY OF DUTCHESS

William F.X. O'Neil
County Executive

March 1, 2023

Rebecca Thornton
Dutchess Land Conservancy
PO Box 138
Millbrook, NY 12545

Dear Ms. Thornton:

We are pleased to inform you that Dutchess County has awarded $461,041 in matching funds through the Partnership for Manageable Growth Program for the following project: **Purchase of development rights to +/- 201 acres known as Domin Farm.**

County funding is contingent upon the following: procurement of matching funds, administrative tasks including but not limited to survey, title search, and baseline documentation pursuant to the negotiation of an agricultural conservation easement; and development of a Monitoring Agreement between Dutchess County and the Dutchess Land Conservancy.

We appreciate the longstanding partnership between the County and the Dutchess Land Conservancy and look forward to the successful completion of the farmland preservation project at the **Domin Farm**. The Department of Planning and Development will contact you to begin the contract process within the next few weeks. If you have any questions, please feel free to contact Eoin Wrafter at (845) 486-3616 or email him at ewrafter@dutchessny.gov.

Sincerely,

William F.X. O'Neil
Dutchess County Executive

Michael Polasek
Dutchess County Legislator, District 3

C: A Gregg Pulver, Chairman, Dutchess County Legislature
Chris Baiano, Assistant County Executive
Eoin Wrafter, Commissioner, Department of Planning & Development
Erin Hoagland, Dutchess Land Conservancy

DUTCHESS COUNTY PLANNING BOARD
RESOLUTION NO 01/2022

RECOMMENDING THREE APPLICATIONS FOR CONSIDERATION THROUGH THE PARTNERSHIP FOR MANAGEABLE GROWTH (PMG) PROGRAM

WHEREAS, by Resolution No. 990382, Dutchess County established the Open Space and Farmland Protection Matching Grant Program and authorized the Dutchess County Planning Board to review applications for and recommend awards of said funds; and

WHEREAS, by Resolution No. 201276, Dutchess County revised the Matching Grant Program to create the Dutchess County Partnership for Manageable Growth and to increase potential matching grant awards from a maximum of one-third to a maximum of one-half of the total cost of the acquisition of development rights on farmland preservation and open space acquisition projects; and

WHEREAS, by Resolution No. 2015183, Dutchess County revised the Partnership for Manageable Growth, as follows: (a) funding clarification; (b) removal of the requirement that the County be "last in" for funding; (c) addition of a preliminary review option; (d) clarification of differences between "open space" and "farmland protection" projects; (e) stipulation that there will be no retroactive funding; (f) passive recreation only; and (g) establishment of criteria for the Municipal Planning Grants; and

WHEREAS, by Resolution No. 2018085, Dutchess County revised the Partnership for Manageable Growth Water and Wastewater Facility Planning and Development Grants, by removing the Dutchess County Water and Wastewater Authority ownership and operation requirement; and

WHEREAS, by Resolution Nos. 2019303 & 2021189, Dutchess County authorized the issuance of $2,525,000 & $1,515,505 (respectively) Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county; and

WHEREAS, in September 2022 the Dutchess County Planning Board received three applications for matching grant funds for the acquisition of agricultural conservation easements on a total of 277 acres; and

WHEREAS, the total cost of the three farm conservation easements, including the administrative costs associated with finalizing the acquisitions, is estimated to be $1,574,018; and

WHEREAS, the owners of the properties have signed letters of intent stating their interest in selling the development rights on the properties and granting a conservation easement restricting or limiting future non-farm development on said property; and

WHEREAS, the farmland properties are included in an Agricultural Priority Area identified in the 2015 County Agricultural and Farmland Protection Plan; and

WHEREAS, the Board finds that each of the three applications met or exceeded the program criteria; and

WHEREAS, the Board has reviewed the three applications based on the program criteria, toured the sites, and subsequently prioritized the projects as shown in Attachment A; and

RESOLVED, that the Dutchess County Planning Board recommends that up to $787,009 of the total project costs described above, be awarded for the acquisition of development rights on the three farms, based on the following contingencies:

1) Completion of administrative tasks including but not limited to survey, title search, and baseline documentation pursuant to the negotiation of an appropriate conservation easement;

2) Negotiation of an agricultural conservation easement conveying the development rights on the Farm property to the appropriate land conservancy, with such rights in New York State, Dutchess County, and the Town as appropriate for program purposes and restricting the future use of the property under easement to agriculture-related uses; or

3) Development of a Monitoring Agreement between Dutchess County and the appropriate land conservancy for the purpose of enforcing the provisions of the conservation easement acquired with Partnership for Manageable Growth Program funds;

4) Completion of review and approval of the proposed acquisition by the Dutchess County Legislature in its capacity as Lead Agency under the State Environmental Quality Review Act (SEQRA), and be it further

RESOLVED, that an implementation team consisting of representatives from the appropriate land conservancy, the landowners, the Dutchess County Attorney's Office, the Dutchess County Department of Planning and Development, and others as appropriate to complete administrative tasks associated with the acquisition, will be established for the purpose of completing the acquisition.

	Yes	No	Absent
Hans Klingzahn, Chair	X	____	____
James Nelson, Vice Chair	X	____	X
Gary Baright	X	____	____
Phil DeRosa	X	____	____
Dale Culver	X	____	____
Ryan Arket	____	____	X
Edith Greenwood	X	____	____
J. Patrick Lambert	X	____	____
Ken Migliorelli	X	____	____
Jill Way	X	____	____
Frederick Wilhelm	X	____	____
J. Randall Williams	____	____	X
Vacancy	____	____	X

Approved by the Dutchess County Planning Board

Hans Klingzahn, Chair

11/9/2022
Date

Attachment A

Partnership for Manageable Growth
2022 Applications Summary

PB Score	Project Title	Category	Acreage	Location	Total Project Cost	DCPMG Request	Applicant Funds	NYSDAM funds	Other Funds	Other Funds Source	Applicant	Cost Per Acre	% of PMG
148.1	Domin Farm	Farmland	201	Town of LaGrange	$922,082	$461,041	$0	$456,041	$5,000	Dutchess Land Conservancy (DLC)	DLC	$4,598.45	50%
141.8	Plan Bee Farm Brewery	Farmland	25	Town of Poughkeepsie	$211,398	$105,699	$0	$100,699	$5,000	Dutchess Land Conservancy (DLC)	DLC	$8,455.00	50%
153.4	Sinon Farm	Farmland	52	Town of Hyde Park	$440,538	$220,269	$0	$215,269	$5,000	Dutchess Land Conservancy (DLC)	DLC	$8,504.59	50%
			277		**$1,574,018**	**$787,009**	**$0**	**$772,009**	**$15,000**				

Conservation Easement

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2025, by **STANLEY J. DOMIN** and **JAY S. DOMIN**, with mailing addresses of 55 Mountain Road, Pleasant Valley, New York, 12569 and 37 Mountain Road, Pleasant Valley, New York, 12569, respectively (the "Grantors") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Grantee"), and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

WHEREAS:

A. Grantors are the Owners of certain real property (the "Protected Property") consisting of approximately 201.287 acres, in four (4) tax map parcels located on Freedom and Rombout Roads in the Town of LaGrange, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "Survey Map of Conservation Easement on the Domin Property", prepared by Kirk K. Horton, Licensed Land Surveyor, dated December 20, 2024 and last revised on January 10, 2025, and filed in the Dutchess County Clerk's Office on as Filed Map No. , and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Protected Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to other private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and manmade resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the

maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

F. Article 25-AAA, Section 321 of the Agriculture and Markets Law of the State of New York (AML) states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Protected Property is actively farmed and is located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in a 2013 report generated by Scenic Hudson, Inc. titled *Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region* and the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Protected Property is located within the Dutchess County priority areas.

The NYS OS Plan also identifies protection of turtle conservation sites along Fishkill Creek, Sprout Creek, Housatonic River, Great Swamp and Wappinger Creek drainage basins as a regional priority conservation project. These wetlands and associated uplands provide habitats for a high diversity of turtles including some of New York's most imperiled species (bog turtle and Blanding's turtle).

H. The Protected Property is located in an area identified as a Significant Biodiversity Area (SBA) in the *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. The Dutchess County Wetlands SBA is a network of wetland complexes that provide important habitat for a variety of uncommon amphibian, reptile, and bird species. The biodiversity associated with the Dutchess County Wetlands SBA is primarily threatened by suburban expansion and pollution, and to address this, the Conservation Framework recommends protecting wetlands, their buffer zones, and wildlife corridors that connect these habitats.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Protected Property is located as the Upper Hudson Basin, an ecologically vital area with high

plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Protected Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Protected Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs..." The Protected Property is located within an Agricultural Priority Area in the Plan and the priority areas containing farmland are identified as being important for preservation.

K. The Dutchess County Legislature adopted the County Master Plan, *Directions*, in 1988. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood –carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and

greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Protected Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

M. The Protected Property is located within the Hudson Valley, as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written in October 2010 by Mary Ann Cunningham, Neil Curri, and Robert Wills for the Natural Resource Inventory of Dutchess County (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion in Dutchess County extends along the entire western boundary of the county, encompassing all or most of the area of each municipality along the Hudson River. The Hudson Valley consists of plains broken by hills and terraces, with a narrow floodplain along the Hudson River. Common land uses include pasture and cropland, deciduous forest, mixed deciduous and evergreen forest, major urban, suburban, and rural residential land. Priority habitats identified in the Hudson Valley EcoRegion include tidal aquatic communities, contiguous forest, wetlands, grasslands (including pasture), and streams, most of which can be found on the Protected Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Protected Property is located within the Town of LaGrange which adopted a Comprehensive Plan (the "Comprehensive Plan") on July 13, 2005, and includes in its "Vision for LaGrange" that the Town will protect, improve, and preserve its natural resources and the integrity of its farmland. The Comprehensive Plan identifies objectives to address land use, conservation and open space needs which include identifying and preserving open space and agricultural uses through a variety of techniques including the use of conservation easements.

In addition, the Comprehensive Plan recommends that the Town should promote the protection of vital wildlife habitat. The Domin Farm contains valuable habitat and a documented population of a New York State threatened species. The farm also falls within the Town's Farm Preservation Zone Overlay District, which includes USDA Soil Conservation Service Class I or Class II farmland, classifying these soil types as having the least limitations on their use, and is intended to protect agricultural lands from development.

O. The Town of LaGrange adopted an Open Space Plan on June 13, 2007 which underscores their commitment to the preservation of open space and their dedication to safeguarding the rural character of the Town. A primary goal of the Open Space Plan is to preserve large "core" areas of farmland. The Domin's land is specifically mentioned on page 26 of the Open Space Plan as being in the highest priority area for farmland protection within LaGrange as they are in the area with the largest "critical mass" of agricultural lands. Community survey responses to the Open Space Plan indicate overwhelming support of the importance of conservation of the rural character and open space resources, with active farmland as a top priority for conservation. Residents want to especially conserve farmland and water resources, both of which are characteristic of the Domin property.

P. The Protected Property consists primarily of productive agricultural land. The Protected Property contains approximately 65 acres of prime soils, and approximately 60 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Protected Property is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The *Natural Resource Management Plan for the Wappinger Creek Watershed*, prepared by the Dutchess County Environmental Management Council, Dutchess County Soil and Water Conservation District, Wappinger Creek Watershed Planning Committee, and the Dutchess County Water Quality Strategy Committee states that the watershed is entirely contained within Dutchess County and drains 134,871 acres (210 square miles) in 11 towns. The Watershed Plan identifies overdevelopment as a top ten threat to the Wappinger Creek watershed and recommends the use of conservation easements to protect wetlands that serve as filtration for the watershed.

R. The Protected Property contains approximately 34 acres of Freshwater Wetland No. PV-16, PV-17, and PV-71, Class 1 wetlands, and PV-18, a Class 3 wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Protected Property also contains approximately 25 acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Protected Property contains 857 feet of a tributary to the Wappinger Creek, a Class B stream (H-101-9), which has been classified by the New York State Department of Environmental Conservation according to its best use for swimming and other recreation, and fishing, and 2,223 feet of a sub-tributary of

the Wappinger Creek, a Class C stream (H-101-7-4), which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.

T. Approximately 18 acres of the Protected Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.

U. This property contains riparian areas, mapped by the New York Natural Heritage Program for the *Statewide Riparian Opportunity Assessment*. They are delineated around streams based on digital elevation data, known wetlands, and modeling for the 50-year flood zone. Riparian areas are adjacent to streams, ponds, wetlands, and other waterbodies and generally include the floodplain. They are sensitive transition zones between land and water and can improve water quality, attenuate flooding, and provide important wildlife habitat.

V. The Protected Property contains approximately 120 acres of forest lands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.

W. The Protected Property contains habitats that are likely to be important for sustaining known occurrences of rare terrestrial and wetland animals as well as important bat foraging area. The New York Natural Heritage Program recommends proactive planning to minimize or avoid impact to these habitats and encourages the use of land protection, including conservation easements, as a key strategy to protect rare and declining species.

X. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership for Manageable Growth Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of Four Hundred Sixty-One Thousand, Forty-One Dollars ($461,041) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

Y. Grantors have received independent legal and financial advice regarding this Easement to the extent that Grantors have deemed necessary. Grantors freely sign this Easement in order to accomplish its purposes.

Z. This Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the Agricultural Uses and conservation values of the Protected Property (the "Purpose of the Easement").

AA. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee.

NOW, THEREFORE, in consideration of the foregoing, Eight Hundred Forty-Two Thousand, One Hundred Eighty-Four Dollars ($842,184) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. **Grant of Conservation Easement.**
Grantors hereby grant and convey to Grantee a conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Protected Property in perpetuity. Grantors will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantors authorize Grantee to enforce these covenants in the manner described below.

2. **Purposes of this Easement.**
The primary purpose of this Easement is to protect the Agricultural Use and future viability, and related conservation values of the Protected Property, by limiting nonagricultural uses that negatively affect the Agricultural Uses and conservation values of the Protected Property.

Additional purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Protected Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Protected Property. The Grantors and the Grantee intend that this Easement will confine the use of the Protected Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Protected Property that will materially impair or interfere with the Purposes of this Easement.

3. **Implementation.**
This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Protected Property in accordance with its provisions. The Protected Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Agricultural Operations in contravention of the purposes of Article 25-AA of the AML.

4. **Definitions.**
   - **4(a).** "**Accessory Apartment:**" Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, the Principal Residence.
   - **4(b).** "**Accessory Residence:**" Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

   - **4(c).** "**Accessory Structure:**" Structure that is incidental and subordinate to the Principal

Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Land Easement Plan":** A conservation plan that complies with 7 Code of Federal Regulations Part 12 pertaining to all highly erodible cropland on the Protected Property.

4(e). **"Agricultural Operation:"** As defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(f). **"Agricultural Structures and Improvements:"** Structures or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

4(g). **"Agricultural Tourism:"** As defined in Article 25-AA of the AML, or such successor law as enacted. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(h). **"Agricultural Use:"** Those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Protected Property as an "Agricultural Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or manage the Protected Property or a portion thereof in a fallow or otherwise idled manner.

4(i). **"ALE Program:"** The United States Department of Agriculture Natural Resources Conservation Service Agricultural Land Easement Program which is a federal funding source for farmland protection and the purchase of conservation easements.

4(j). **"Baseline Documentation Report:"** A report evidencing the present condition of the Protected Property at the time of the closing of this Easement.

4(k). **"Commercial Uses:"** Any use or activity undertaken for business purposes, including, but not limited to, the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(l). **"Crops, Livestock and Livestock Products:"** As defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(m). **"Educational Uses:"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.

4(n). **"Environmental Law:"** or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

4(o). **"Farm Labor Housing:"** Dwellings or Structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Agricultural Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(p). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.

4(q). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 16.*

4(r). **"Grantee:"** The original Grantee and its successors and assigns.

4(s). **"Grantors:"** The original Grantors and their heirs, successors and assigns.

4(t). **"Hazardous Materials:"** Any petroleum, petroleum products, fuel oil, waste oils,

explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4(u). "Height:" The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(v). "Impervious Surfaces:" Structures, Improvements and materials that permanently cover soil resources and do not allow water to percolate into the soil. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(w). "Improvement:" Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Protected Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(x). "Industrial Uses:" Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(y). "Institutional Uses:" Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(z). "Invasive Species:" A plant, animal or other organism that is not native to an ecosystem whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.

4(aa). "Owner" Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Protected Property, and any party entitled

to the possession or use of all or any part thereof.

4(bb). "Principal Residence:" The primary or main Residential Dwelling on the Protected Property, typically occupied by the Owner and family when the Owner is in residence on the Protected Property.

4(cc). "Recreational Structures:" Structures used for passive recreational activities such as an open air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Protected Property.

4(dd). "Recreational Uses" Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(ee)."Renewable Energy Facilities:" Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(ff)."Residential Dwelling" Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(gg)."Residential Uses:" Use of the land by the Owner, or other persons permitted by the Owner, for living on the Protected Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(hh). "Run-in Shed:" A three-sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(ii)."Rural Enterprises" Commercial activities conducted on the Protected Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Protected Property, and are owned by, and primarily operated by, the Grantors and other residents of the Protected Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(jj). "Sound Agricultural Practices" Practices used for on-farm production, preparation, and marketing of agricultural commodities that do not cause bodily harm or property damage on or off the farm, achieve the intended results in an ecologically sound and reasonable manner, and are in compliance with applicable laws.

4(kk)."Structure:" Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Protected Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(ll). "Telecommunications:" The transmission, receipt, or exchange of information through the use of technology involving the Protected Property and any other location.

4(mm). The following **"Use Areas"** are defined for the Easement:

"Farmstead Area" Area depicted on Exhibit B, that centers on existing farm Structures or future planned Structures.

"Resource Protection Area" The areas depicted on Exhibit B that contain unique or special natural features including, but not limited to, streams, wetlands, habitat or steep slopes and their supporting buffer lands.

"Farm Area" The remaining area of the Protected Property, as depicted on Exhibit B, which Exhibit may be revised from time to time pursuant to Section 30 ("Amendment of Easement") of this Easement.

5. Restrictions Applicable to the Protected Property.

By this Easement, the Grantors agree to restrictions that apply to the entire Protected Property as set forth in this Easement. The Grantors may take some actions without prior notice or approval as permitted by this Easement, and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior permission, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Protected Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantors remove or raze any Structure or Improvement, and do not build a new Structure or Improvement in the same location, the Grantors shall stabilize the site with suitable vegetation.

6. Use of Protected Property.

Except as provided specifically herein, the Protected Property shall be used solely for Residential, Agricultural, Recreational, Educational, and Forestry Uses. Commercial Uses of the Protected Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and Rural Enterprises that are consistent with the Purposes of this Easement. No Institutional Use of the Protected Property is permitted except with the prior permission of the Grantee. Industrial Uses of the Protected Property are prohibited.

The provisions of this Easement and associated exhibits will not be interpreted to restrict the types of Agricultural Operations that can function on the Protected Property, so long as the Agricultural Operations are consistent with the long-term viability of the Protected Property and the Purpose of

the Easement. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Easement's protection for the Purpose of the Easement. Allowed uses of the Protected Property include the specific uses allowed in other sections of this Easement and the following activities, subject to the qualifications stated below:

Agricultural Production - The production, processing, and marketing of livestock and agricultural products compatible with the Purpose of the Easement are allowed provided these activities are conducted in a manner consistent with the terms of the Easement and the Agricultural Land Easement Plan. *See Section 8.*

Forest Management and Timber Harvest - Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. *See Section 16.*

On-Farm Energy Production - Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable Energy Facilities must be built and maintained within Impervious Surface limits and consistent with the Purpose of the Easement. *See Section 13(i).*

7. **Reserved Rights Retained by Grantors.**
Grantors reserve all customary rights and privileges of ownership subject to the terms of this Easement, including the right of exclusive use, possession and enjoyment of the Protected Property and, the rights to sell, lease, mortgage, and devise the Protected Property. In addition, Grantors reserve other rights compatible with the Purposes set forth in Section 2 ("Purposes of this Easement") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Agricultural Operations.

Nothing in this Easement relieves Grantors of any obligation with respect to the Protected Property or restriction on the use of the Protected Property imposed by law, and nothing in this Easement shall require Grantors to take any action to restore the condition of the Protected Property from damage or change that could not be reasonably anticipated by Grantors or that is beyond Grantors' reasonable control and occurs without Grantors' fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

8. **Right to Use Protected Property for Agricultural Uses.**
Grantors have the right to engage in Agricultural Use of the Protected Property and to use the Protected Property as an Agricultural Operation provided that processing, marketing or retailing of Crops, Livestock and Livestock Products and similar activities involving processed products associated with crops or livestock are not permitted on the Farm Area. As used in this Section 8, "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Protected Property or on other properties owned or operated by the Grantors, or similar non-industrial activities provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out and

conducted in accordance with Sound Agricultural Practices and the following described Agricultural Land Easement Plan. The Grantee shall prepare an Agricultural Land Easement Plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee. The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.

9. Right to Use Protected Property for Rural Enterprises.

Grantors have the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 13 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property.

10. Right to Use Protected Property for Recreational and Educational Uses.

Grantors retain the right to use the Protected Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 13 ("Construction of Buildings and Other Improvements"). In all cases, Recreational and Educational Uses must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property.

11. Limitations on Nonagricultural Uses.

Any activities inconsistent with the Purpose of the Easement are prohibited. The following activities are inconsistent with the Purpose of the Easement and are specifically prohibited subject to the qualifications stated below:

11(a). Subdivision.

Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

The Protected Property is currently comprised of four (4) tax map parcels owned by Grantors. Grantors shall maintain such parcels comprising the Protected Property, and all interests therein, under unified ownership (whether joint or undivided), as though a single parcel. Even though the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

11(b). Industrial or Commercial Uses.

Industrial or Commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and

conditions of this Easement;

(ii) The sale of excess power generated in the operation of Renewable Energy Facililties and associated equipment or other energy Structures that Grantee approves in writing as being consistent with the Purposes of the Easement and in accordance with the terms and condition of this Easement *See Section 13(i);*

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the Easement; and

(iv) Commercial or Rural Enterprises related to agriculture or forestry including but not limited to Agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to shops, and studios for arts or crafts.

11(c). Granting of Easements for Utilities and Roads.

The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the Easement as determined by the Grantee in consultation with the Chief of NRCS. *See Sections 13(h) and 17.*

11(d). Surface Alterations.

Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

(i) Dam construction pursuant to a plan approved by the Grantee to create ponds for Agricultural Use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

(iii) Soil disturbance activities required in the construction of approved buildings, Structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the Easement; and

(iv) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this Easement and the ALE Plan as described in Section 8 ("Right to Use Protected Property for Agricultural Uses").

11(e). Surface and Subsurface Mineral Exploration and Extraction

Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantors as of the date of this Easement or later acquired by Grantors, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this Easement is executed, and their interests have not been subordinated to this ALE, the Grantors must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Section 11(e). Any

mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

12. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

13. Construction of Buildings and Other Improvements.

The Protected Property consists of three (3) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area; 2) the Farm Area; and 3) the Resource Protection Area. Grantors may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvements to the Protected Property within these areas only as provided in this Easement and set forth below.

13(a). Structures to be Located within Farmstead Area.

Except as otherwise permitted in this Section 13, all Structures and Improvements must be located within the Farmstead Area, containing approximately 9.5 total acres and described or shown in Exhibit B, which is appended to and made a part of the Easement. Agricultural Structures and utilities to serve approved buildings or Structures, including on-farm energy Structures allowed under this Section 13, that neither individually nor collectively have an adverse impact on the Purpose of the Easement, may be located outside of the Farmstead Area with prior written consent of the Grantee.

13(b). Limitation on Impervious Surfaces.

Impervious Surfaces shall not exceed two percent (2%) of the Protected Property, excluding NRCS-approved conservation practices identified in the New York Field Office Technical Guide or any such successor guide. Impervious Surfaces are defined in Section 4(u) and are materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaced that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement. This Easement limits the extent of construction or placement of Impervious Surfaces on the Protected Property. Impervious Surfaces are prohibited in the Resource Protection Area.

13(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Protected Property in accordance with the provisions of this Section 13(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 13(b) ("Limitation on Impervious Surfaces").

Farmstead Area: Without permission of Grantee, Agricultural Structures and

Improvements, including accessory roads and parking areas, are permitted within the Farmstead Area.

Resource Protection Area: With prior written permission of Grantee determining that the Agricultural Structure or Improvement neither individually nor collectively has an adverse impact on the Purpose of the Easement, Grantors may place or construct Agricultural Structures and Improvements within the Resource Protection Area provided each Agricultural Structure or Improvement shall not contain Impervious Surfaces.

Farm Area: Agricultural Structures and Improvements that neither individually nor collectively have an adverse impact on the Purpose of the Easement, may be located in the Farm Area with prior written approval of the Grantee. No building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 13(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Protected Property or on other properties owned or operated by the Grantors, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantors shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts or other means of crossing wet areas may be constructed or placed subject to obtaining necessary permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 13(b) above.

13(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Protected Property in accordance with the provisions of this Section 13(d). Each such Residential Dwelling may be repaired, removed, enlarged and replaced at its respective location. Residential Uses shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Uses of the Protected Property.

Farmstead Area: Without permission of Grantee, Residential Dwellings, together with accessory Structures and Improvements, are permitted within the Farmstead Area, subject to any applicable local, state or federal laws and regulations.

Principal Residences. No more than one (1) single family Principal Residence shall be permitted on the Protected Property. As of the date of this Easement, there was no such residence on the Protected Property. The Principal Residence shall not exceed a Footprint Area of 3,500 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences

shall be permitted on the Protected Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence.

Accessory Apartments. No more than two (2) Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 13. As of the date of this Easement, no Accessory Apartments exist on the Protected Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4(n), is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence. As of the date of this Easement, no Farm Labor Housing units exist on the Protected Property.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the Resource Protection Area.

Farm Area: Residential Dwellings, including those for Farm Labor Housing are prohibited in the Farm Area.

13(e). Structures and Improvements associated with Rural Enterprises.

Rural Enterprises may only be established within the Farmstead Area. In all cases, such uses and any necessary Structures or Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property. Prohibited enterprises include, but are not limited to those that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junk yard or gas station), unless such activities are an integral part of the Agricultural Operation. The land on which these Structures and Improvements stand shall not be subdivided.

13(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Protected Property in accordance with the provisions of this Section 13(f), and subject to the Impervious Surface coverage limitations set forth in Section 13(b) ("Limitation on Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair, in any way, the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations within the Farmstead Area subject to the Impervious Surface coverage limitations set forth in Section 13(b.)

Farmstead Area: Without permission of Grantee, Structures and Improvements associated

with Recreational and Educational Uses are permitted within the Farmstead Area.

Resource Protection Area: Structures and Improvements associated with Recreational Uses are prohibited.

Farm Area: Structures and Improvements associated with Recreational Uses in the Farm Area are prohibited.

13(g). Fences.

Fences may be maintained and replaced, and new fences installed if they are necessary for Agricultural Operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the Easement. Fencing unrelated to Agricultural Use of the Protected Property may not impair the views of the Protected Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

13(h). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property. Such services and systems may be located within the Farmstead Area without permission of Grantee If located outside the Farmstead Area they shall require the prior written permission of Grantee upon a showing that they are located in a manner that neither individually nor collectively has an adverse impact on the Purpose of the Easement and that minimizes impacts to the Resource Protection Area and to prime soils and soils of statewide importance. No wireless Telecommunications towers or associated antennas may be placed on the Protected Property. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Protected Property, unless they are facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and approved in accordance with Section 11(c) ("Granting of Easements for Utilities and Roads") and other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement which are approved in accordance with Section 11(c).

13(i). Renewable Energy Structures and Improvements.

With permission from the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Protected Property may be built pursuant to this Section 13(i). Grantors shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation.

Grantors shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Protected Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited.

Farmstead Areas: Structures and Improvements associated with renewable energy generation, including access roads and other accessory Improvements, may be built within the Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Protected Property.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 13(b), Grantors may place or construct Renewable Energy Facilities, including access roads and other accessory Improvements, in the Farm Area, provided that the energy produced will be used principally on the Protected Property. In granting approval for such facilities, Grantee must find, in Grantee's sole discretion, that the Renewable Energy Facilities are compatible with, and neither individually nor collectively have an adverse impact on, the Purposes of this Easement, subordinate to the Agricultural Use of the Protected Property, compatible with the scenic preservation of the Protected Property, and located in a manner that minimizes impacts to prime agricultural soils, soils of statewide importance, and scenic views from public vantage points. Grantee's conditions of approval may include requiring the posting of a bond. Renewable Energy Facilities are permitted only if they are limited and localized in impact, affecting no more than one-quarter of one percent (0.25%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Protected Property. Any such facility may be enlarged or relocated with the permission of Grantee Pursuant to Section 19.

14. Maintenance and Improvement of Water Sources.

Subject to the requirements of Section 11(d) ("Surface Alterations"), Grantors may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Protected Property for the uses permitted by this Easement. Grantors may alter the natural flow of water over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Protected Property or improve the agricultural or forest management potential of the Protected Property, provided such alteration is conducted in accordance with Sound Agricultural Practices (as described in Section 8), is consistent with the Purposes of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantors may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

15. Water Rights.

Grantors may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Protected Property in accordance with applicable local, state and federal laws and regulations.

Grantors shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Protected Property itself.

16. Clearing of Trees and Vegetation.

All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Protected Property with a trunk diameter at breast height of eight inches or more, except as follows:

16(a). Clearing without Prior Consent.

Without the prior consent of the Grantee, trees and vegetation may be removed (1) which endanger public safety, are diseased, damaged or fallen; (2) which need to be cleared to ensure the health of other trees; (3) to the minimum extent necessary in connection with the construction of permitted Structures and Improvements including parking areas for structures permitted herein, which clearings shall not exceed three acres; (4) to construct and/or maintain walking or hiking trails; (5) to maintain and manage habitat areas; (6) to enhance the overall diversity of native plant species; (7) to provide control of Invasive Species; (8) to support the ecological health and biodiversity of the Protected Property; and (9) to maintain the scenic and natural character of the Protected Property, in compliance with the restrictions set forth below in this Section 16.

16(b). Clearing with Prior Consent.

With the prior permission of the Grantee pursuant to Section 19, trees may be removed (1) to clear-cut areas of the Protected Property to create open land for agriculture, habitat management, shooting fields, and views; (2) to clear more than three acres for permitted Structures and Improvements; and (3) as otherwise permitted by the Grantee pursuant to Section 19.

16(c). Forestry.

Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy pursuant to Section 19 ("Permission of and Notice to Grantee"). All Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy, except that for properties under the NYS 480-a program, noted below, the Conservancy shall only require notice, pursuant to Section 19, and a copy of the New York State required plan for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

17. Road Construction.

New roads may be constructed if they are approved in advance by Grantee, in compliance with

Impervious Surface limits, and necessary to carry out Agricultural Operations and other allowed uses on the Protected Property. Grantors may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other Improvements necessary to provide access to, and parking for, permitted buildings or Improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. Maintenance of existing roads documented in the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless such widening and improving is within Impervious Surface Limits, approved in advance by Grantee, and necessary to carry out the Agricultural Operations or other allowed uses on the Protected Property. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Protected Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

18. Composting, Disposal of Biodegradable Materials, Dumping and Trash.
The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Protected Property is prohibited, except as follows and subject to Section 40 ("Grantor's Environmental Warranty"):

18(a). Without permission of Grantee if within the Farmstead, or with permission of Grantee if outside the Farmstead and otherwise required by Section 13 ("Construction of Buildings and Other Improvements"), Grantors may: (i) store compost, apply or inject agriculturally-related waste or biodegradable material generated on-site; (ii) store old farm equipment to be used for parts; and (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal, provided that all materials stored, applied, or injected are generated on or derived from the Protected Property

18(b). With prior permission of Grantee, Grantors may store, apply, inject, compost, or re-use agriculturally-related waste or biodegradable materials generated off the Property for use on the Protected Property or for commercial use or sale, subject to the limitations of Section 11(b) ("Industrial or Commercial Uses"). Commercial composting and composting of materials generated off-site must be done in compliance with required governmental permitting, pursuant to a management plan developed or approved by the Dutchess County Soil and Water Conservation District, the New York State Department of Environmental Conservation, or the United States Natural Resources Conservation Service or successor agencies. Under no circumstances is the operation of a permanent or semi-permanent debris dump or landfill for woody, earthen, or other biological materials transported from off-site permitted on the Protected Property.

All such activities shall be conducted in accordance with Sound Agricultural Practices (as defined in Section 4(ii)). Notwithstanding the foregoing, the storage and treatment of sewage associated with Structures permitted on the Protected Property is permitted by this Easement as provided in Section 13(h) ("Utility Services and Septic Systems").

19. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantors shall submit plans and a description of the proposal in accordance with Section 36 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the Purposes and restrictions of this Easement. The Grantors shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of and permission for any Structure, Improvement or alteration otherwise permitted by the Easement which it deems to have no or an insubstantial impact on the Purpose and provisions of the Easement.

19(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written permission is required, the Grantee shall grant or withhold its in writing within 35 days of receipt of the Landowners' request for accompanied by plans and other materials the Conservancy in its sole discretion deems sufficient for its review. In order to grant any the Conservancy must make written findings that the proposed action: (a) is consistent with the Conservation Purposes of this Conservation Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Conservancy's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Conservation Easement; (d) does not affect the perpetual existence and validity of this Conservation Easement; and (e) will not result in private inurement or impermissible private benefit. The Conservancy may withhold only upon a determination that the Landowners' proposal would be inconsistent with the Conservation Purposes or specific provisions of this Conservation Easement, including the provisions of this Section 19(a). The Conservancy may grant its subject to reasonable conditions which must be satisfied. If the Conservancy does not respond within thirty-five days of receiving a request for , such request shall be deemed to be constructively denied unless the parties agree to allow additional time for a decision. A constructive denial shall be treated by all parties as procedural, rather than substantive, and the Landowners may re-submit the request for approval without prejudice. No proposed activity may proceed without the Conservancy's written and approval as provided herein. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal approved by the Conservancy.

19(b). Standards and Timetable for Giving Notice to Grantee.

Where only prior notice is required, the Grantors shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Grantors shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Purposes and restrictions of this Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement.

20. Ongoing Responsibilities of Grantors and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantors as owners of the Protected Property, including, but not limited to, the following:

20(a). Taxes.

Grantors shall be solely responsible for payment of all taxes and assessments levied against the Protected Property.

20(b). Upkeep and Maintenance.

Grantors shall be solely responsible for the upkeep and maintenance of the Protected Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.

20(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Protected Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities of the Protected Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with the Grantee's administration and/or enforcement of this Easement or otherwise with respect to the condition of the Protected Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to arise on the Protected Property. Except in the last described instance, Grantors agree to indemnify and hold Grantee harmless from any and all costs, claims, or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damager related to the Protected Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantors further agree to indemnify and hold Grantee harmless from and against any and all costs, claims, expenses, fines penalties, assessments or citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Protected Property. Grantee shall have no liability to Grantors or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantors shall indemnify and hold harmless the Grantee, Dutchess County ("the County"), and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the County may be subject or incur relating to the Protected Property, which may arise

from, but are not limited to, any personal injury, accidents, negligence or damage, Grantors' ownership of the Protected Property, Grantors' breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantors' violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the County or their employees, agents and assigns, in which case liability shall be apportioned accordingly. Grantors further agree to indemnify and hold harmless the Grantee and the County or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Protected Property. The Grantee and the County shall have no liability to Grantors or any other Owner for acts of the Grantee and the County or their employees, agents and assigns, taken in good faith in connection with the exercise of their rights under this Easement.

The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement , or violations of any Federal, State, or local laws, including all Environmental Laws (defined in Section 4) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State, or local laws, including all Environmental Laws (defined in Section 4).

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantors in this Easement, all non-agricultural development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Protected Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Protected Property are permitted by this Easement. In order to evidence the present condition of the Protected Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof has been delivered to Grantors and a copy will be kept on file with Grantee, and the County. The Report may be used by Grantee, or the County to establish that a change in the use or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee, or the County of other evidence to establish the condition of the Protected Property as of the date of this Easement.

23. Right of Inspection.

Grantee shall have the right to enter upon the Protected Property with forty-eight (48) hours advance notice to Grantors for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantors. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the United States, pursuant to Section 25 ("United States Right of Enforcement") below, and the County, pursuant to Section 26 ("Third Party Enforcement Right of the County of Dutchess") below, shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantors, giving Grantors thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and 2) restoration of the Protected Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantors shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantors of any obligation with respect to the Protected Property or restriction on the use of the Protected Property imposed by law, and nothing in this Easement shall require Grantors to take any action to restore the condition of the Protected Property from damage or change that could not be reasonably anticipated by Grantors or that is beyond Grantors' reasonable control and occurring without Grantors' fault or negligence, including but not limited to natural

disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

25. United States Right of Enforcement.

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantors, including, but not limited to, attorney's fees and expenses related to Grantors' violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Easement against the Grantors, up to the amount of the United States' contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantors are in compliance with the Easement. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantors and provide Grantee and Grantors a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantors at the earliest practicable time.

26. Third Party Enforcement Right of the County of Dutchess.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

> **26(a).** Prior to commencing an enforcement action, the County must first notify Grantee and Grantors, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantors thirty (30) days from the receipt of such notice to cure the violation.

26(b). If the County determines that Grantors are diligently proceeding to cure the violation or, if not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

26(c). In any case, where a court finds that a violation has occurred, Grantors shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 26 ("Third Party Enforcement Right of the County of Dutchess").

27. Dispute Resolution.

If a dispute arises between the Grantors and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantors agree not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantors and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

Nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement") or the rights of the County of Dutchess under Section 26 ("Third Party Enforcement Right of the County of Dutchess").

28. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantors and the County, must be notified in writing in advance of any such transfer.

29. Sale, Transfer and Subdivision of Protected Property.

29(a). Required Language in Future Deeds, Mortgages and Leases.

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Protected Property, or any parcel thereof, shall be subject to this Easement, and any

deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

29(b). Easement Binding on Future Owners and Others.

The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Protected Property while such party is entitled to possession or use thereof. As used in this Section, the term "Owner" shall include the Owner of any beneficial equity interest in the Protected Property. The preceding sentence shall not impose personal liability on any such beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Protected Property under the instrument creating such equity interest and under applicable law.

29(c). Discharge of Owner Upon Transfer.

In the event any Owner transfers fee ownership of all or any portion of the Protected Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

30. Amendment of Easement.

This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendments must be mutually agreed upon by the Grantee, Grantors, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Agricultural Operations. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any such amendment to this Easement shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

31. Extinguishment, Termination, and Condemnation.

The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, Dutchess County, the Grantee and the United States stipulate that the fair market value of the Easement is forty-two percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this Easement. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantors must reimburse Dutchess County and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the County and the United States will be as follows: (a) to the County or its designee, fifty-three percent of the Proportionate Share; and (b) to the United States forty-seven percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantors or the Grantors' successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

32. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

33. Recitals and Exhibits Incorporated Herein.

Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. Any and all exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

34. Successors.

Every provision of this Easement that applies to Grantors or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

35. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantors, at the address set forth above; 3) if to any subsequent owner, at the address of the Protected Property; or 4) if to the United States, or 5) if to Dutchess County, 22 Market Street, Poughkeepsie, New York, 12601. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

The Grantors covenant and represent that the Grantors are the sole Owners and are seized of the Protected Property in fee simple and have good right to grant and convey the aforesaid Easement; that the Protected Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

38. Subsequent Liens on Protected Property.

No provisions of this Easement should be construed as impairing the ability of Grantors to use this Protected Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Protected Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 19. With prior permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee") the placing of an additional restriction to maintain the Protected Property's affordability for Agricultural Use by farmers, including additional restrictions that take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use is permitted. Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Agricultural Operations.

40. Grantors' Environmental Warranty.

Grantors warrant that they are in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected

Property. Grantors further warrant that they have no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantors warrant the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantors hereby promise to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Protected Property. Grantors' indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

41. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee.

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 30 ("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's Purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future

applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Protected Property, issue a certificate of compliance indicating that an alteration of the Protected Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

The provisions of this Easement shall run with the Protected Property in perpetuity and shall bind and be enforceable against the Grantors and against all future Owners and any party deriving from the Grantors any interest or right to use, possess, or occupy the Protected Property, in the same manner as against the Grantors, while such party is an Owner or entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Protected Property transferred, cease being a Grantors or Owners with respect to such Protected Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Protected Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantors and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

LANDOWNERS

Grantor: _____
Jay S. Domin

Grantor: _____
Stanley J. Domin

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E.C. Thornton
President

State of New York)

County of), ss:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared **Jay S. Domin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)

County of), ss:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared **Stanley J. Domin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)

County of), ss:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT
For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Susan J. Serino
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Susan J. Serino** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

EXHIBIT A
Description of the Protected Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected,

situated, lying and being in the Town of LaGrange, Dutchess County, New York, more particularly described as follows:

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922 of Deeds at page 58,

North 76°24'08" East for 103.31 feet to an iron rod found in said wall;

Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,

North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and

North 77°15'24" East for 100.23 feet to a point in said wall;
Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,
North 79°05'29" East for 167.72 feet to a point in said wall;
Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,
North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;
Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,
South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;
Thence along the westerly line of Rombout Road,
South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;
Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-5193,
South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;
Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508
North 83°58'15" East for 470.02 feet;
Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed

recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,

South 26°46'26" East for 688.00 feet to an iron rod found, and

North 77°04'44" East for 668.63 feet;

Thence along the westerly line of the earlier mentioned Freedom Road,

South 22°03'06" East for 5.00 feet,

South 34°23'06" East for 103.60 feet,

South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and

South 40°07'26" East for 452.46 feet to the point or place of beginning;

Containing 201.287 acres.

Resource Protection Area 1

Beginning at the southeast corner of the herein described Resource Protection Area 1 located at New York State Plane East Zone Coordinates of 1,045,375.17 feet North, by 675,368.42 feet East;

Thence around said Area,

North 78°18'00" West for 128.92 feet,

North 76°52'24" West for 86.33 feet,

North 78°51'07" West for 504.24 feet,

North 7°02'42" East for 685.46 feet,

North 8°16'16" West for 691.05 feet,

South 85°18'22" West for 287.19 feet,

North 56°03'36" West for 112.33 feet,

North 0°37'31" West for 214.35 feet,

North 14°49'01" East for 739.22 feet,

North 29°55'25" East for 539.69 feet,

North 24°08'06" West for 195.97 feet,

North 67°58'24" East for 65.15 feet,

North 77°58'56" East for 41.90 feet,

North 72°23'23" East for 23.99 feet,

North 58°47'56" East for 48.53 feet,

South 34°10'39" East for 26.92 feet,

South 30°04'41" East for 228.61 feet,

South 28°34'04" East for 53.93 feet,

South 29°14'31" East for 160.30 feet,

South 38°51'41" East for 64.50 feet,

South 27°46'31" East for 91.57 feet,

South 34°24'11" East for 80.24 feet,

South 26°40'14" East for 168.14 feet,

South 13°17'07" East for 41.43 feet,

South 28°38'20" East for 20.87 feet,

South 16°39'41" East for 51.41 feet,

South 24°39'03" East for 43.52 feet,

South 21°58'09" East for 111.13 feet,

South 18°09'39" East for 54.63 feet,
South 24°38'35" East for 42.76 feet,
South 2°14'13" East for 781.33 feet,
South 1°37'17" West for 525.58 feet,
South 38°51'19" East for 218.70 feet, and
South 14°41'10" West for 635.77 feet to the point or place of beginning;
Containing 53.156 acres.

Resource Protection Area 2

Beginning at the northeast corner of the herein described Resource Protection Area 2 located at New York State Plane East Zone Coordinates of 1,048,018.74 feet North, by 676,573.54 feet East;
Thence around said Area,
South 8°39'02" West for 1421.95 feet,
South 47°44'35" East for 304.00 feet,
South 2°27'07" West for 499.22 feet,
South 37°16'54" West for 125.13 feet,
North 25°35'40" West for 145.75 feet,
North 2°38'02" East for 420.18 feet,
North 22°41'14" West for 270.90 feet,
North 6°16'14" East for 136.98 feet,
North 12°32'25" West for 306.22 feet,
North 4°38'31" West for 441.92 feet,
North 22°22'12" West for 455.44 feet,
North 33°33'57" East for 519.49 feet,
South 24°52'38" East for 228.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet to the point or place of beginning;
Containing 10.722 acres.

Farmstead Area

Beginning at the southwest corner of the herein described Farmstead Area located at New York State Plane East Zone Coordinates of 1,045,299.58 feet North, by 677,236.61 feet East;
Thence around said Area,
North 2°57'03" West for 408.21 feet,
North 60°20'23" East for 308.03 feet,
South 26°49'53" East for 178.35 feet,
North 75°20'34" East for 468.56 feet,
North 7°08'20" East for 102.02 feet,
North 77°04'44" East for 141.40 feet,
South 16°49'01" East for 132.80 feet,
South 15°24'58" West for 106.11 feet,

South 12°24'55" East for 269.48 feet,
South 80°54'53" West for 1011.81 feet to the point or place of beginning;
Containing 9.500 acres.

EXHIBIT B
Conservation Easement Map

EXHIBIT C
Survey Map

Grant Agreement

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of ____, 2025, by and between **STANLEY J. DOMIN AND JAY S. DOMIN** (the "Owners") having a mailing address of 55 Mountain Road and 37 Mountain Road, Pleasant Valley, New York, 12569, respectively; the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy"), and a mailing address of P.O. Box 138, Millbrook, New York, 12545.

W I T N E S S E T H :

WHEREAS, the Owners are the sole owners in fee simple of real property, currently operating as Domin Farm, which consists of approximately 201.287 acres described in the deed attached hereto as "Exhibit A" and desire to sell and convey to the Conservancy a conservation easement reducing the development rights on the entire property (the "Property"), more fully described in "Exhibit B" attached hereto and incorporated by reference, located on Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York (Tax Grid Numbers 6362-04-671168, 6362-04-844138, 6462-03-030054, and 6462-03-047082); and

WHEREAS, the Conservancy wishes to purchase such conservation easement, provided that funds therefor are available through the United States Department of Agriculture Natural Resources Conservation Service Agricultural Conservation Easement Program-Agricultural Land Easements ("USDA") authorized by Parcel Contract 542C3124161, and that needed matching funds are available through the Dutchess County Partnership for Manageable Growth Grant Program authorized by the County pursuant to Resolutions _____ and _____. Additional funds have been provided by The Wetland Trust.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owners agree to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owners, one conservation easement (the "Conservation Easement") on the subject Property, currently operating as Domin Farm upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished as provided in the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B." The Exhibit B Conservation Easement has been approved by the Conservancy's Board of Directors.

2. **PAYMENT**. The development rights for the Property were appraised at eight hundred five thousand, one hundred forty-eight dollars ($805,148), or approximately $4,000 per

acre. The purchase price for the Conservation Easement for these development rights shall be eight hundred five thousand, one hundred forty-eight dollars ($805,148). The purchase price for the Conservation Easement shall be paid in full at closing, in accordance with paragraph "6" below and subject to the contingencies set forth in paragraph "7".

The County will contribute a total of four hundred twenty-four thousand, five dollars ($424,005) to the purchase price of the Conservation Easement, using funds from the County. The remaining portion of the purchase price shall be provided by the Conservancy using funds provided by the USDA, and all transaction expenses including the survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using funds from The Wetland Trust. The exact amount of costs other than the purchase price will be determined on, or before, the closing date. See Exhibit D "Financial Worksheet" for more detail. The Owners will be responsible for all of their own costs and fees in relation to this agreement, including the New York State Transfer Tax.

3. **SURVEY MAP**. The Property to be subject to the Conservation Easement is shown on a survey map completed by Kirk K. Horton, Licensed Land Surveyor, titled, "Survey Map of Conservation Easement on the Domin Property" dated December 20, 2024 and last revised July 22, 2025, as shown in Exhibit B. The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owners, United States of America, the County, the Conservancy, and Stewart Title Insurance Company. Cost of the surveys will be borne by the Conservancy.

4. **MONITORING**. The Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy. See Monitoring Agreement attached as "Exhibit C".

5. **APPRAISAL**.

(a) The Real Property Appraisal Report prepared by Al DeKrey, dated March 27, 2025, valued the Conservation Easement at eight hundred five thousand, one hundred forty-eight dollars ($805,148), or approximately $4,000 per acre. This valuation was based on the surveyed acreage of 201.287 acres.

6. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about November 24, 2025, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the USDA, Dutchess County Partnership for Manageable Growth Grant Program, and The Wetland Trust, as referenced above.

7. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the USDA, and the County. If the Conservation Easement in Exhibit B is modified prior to closing, the modified Conservation Easement must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of additional funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a USDA grant, Parcel Contract No. 542C3124161 (grant of $381,143 to be used toward the purchase price); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed $424,005 to be used toward the purchase price), and funds from The Wetland Trust be used toward the transaction costs).

(c) Conveyance of title satisfactory to the USDA, the County, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the USDA, the County, or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the USDA, the County, and the Conservancy.

8. **CANCELLATION**. If the contingencies set forth in Section 7 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owners and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by June 30, 2026, the Owners may cancel this Agreement upon written notice to the Conservancy at its address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

9. **OWNER'S REPRESENTATIONS**. The Owners represent that (a) they have, and will have at the closing, the power, and if applicable, corporate authorization to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; (b) that the Owners are not aware of any actions or proceedings which affect the Owner's title to the Property; (c) that there are no uncured notices which have been served upon the Owners by any governmental agency, notifying the Owners of any violations of law, ordinance or regulation which would affect the Property; (d) there are no actual impending mechanics liens against the Property; and (e) that the Owners have not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

The Owners have no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owners, County or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owners shall immediately so advise the County and Conservancy in writing,

except insofar as the Owners have advised the County and Conservancy to the contrary. Each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

10. **NO BROKERS COMMISSION**. Each of the parties represents that no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

11. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and the enforceability of the remaining provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

_____
Linda D. Fakhoury, Assistant County Attorney
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LANDOWNERS

_____

By: Stanley J. Domin

_____

By: Jay S. Domin

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
) SS:

COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Stanley J. Domin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Jay S. Domin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A" TO GRANT AGREEMENT
SOURCE DEEDS

EXHIBIT "B" TO GRANT AGREEMENT
CONSERVATION EASEMENT

EXHIBIT "C" TO GRANT AGREEMENT
MONITORING AGREEMENT

EXHIBIT "D" TO GRANT AGREEMENT
FINANCIAL WORKSHEET

Final Budget

EXHIBIT D to the Grant Agreement

Financial Worksheet

Landowner/Seller: Stanley J. Domin and Jay S. Domin

Buyer of Conservation Easement: Dutchess Land Conservancy, Inc.
Property Name: Domin Farm
Cons. Easement Acreage: 201.287
Location: Freedom Rd. and Rombout Rd.
Town of LaGrange, Dutchess County, New York

Parties to the Transaction	Total Contribution			
	Partner Totals	Paid Prior to Closing	Due at Closing	Dues After Closing
Dutchess County ("County")	$424,005		$424,005	
DLC via NRCS Funds	$381,143		$381,143	
DLC via The Wetland Trust Funds	$58,900.00	$18,350	$3,500	$37,050

Value of Development Rights: $805,148
Transaction Expenses: $58,900.00
Total Project Budget: $864,048

		Payment Timeline			
Expenses	Responsible Party	Amount ($)	Prior to Closing	At Closing	After Closing
Conservation Easement Acquisition Expenses					
Purchase Price	County	$424,005		X	
Purchase Price	DLC	$381,143		X	
Total Purchase of Dev. Rights:		**$805,148**			
Due Diligence/Transactional Expenses					
Title Insurance and Recording Fees	DLC	$3,500		X	
Survey and Filing Fees	DLC	$13,350	X		
Final Appraisal	DLC	$5,000	X		
DLC Easement Defense Insurance	DLC	$50			X
DLC Legal Fees	DLC	$5,000			X
Total Due Diligence/Transaction:		**$26,900.00**			
Stewardship Expenses					
Baseline Documentation Report	DLC	$3,500			X
Stewardship Fee	DLC	$10,000			X
Total for Stewardship:		**$13,500**			
DLC Staff Expenses					
DLC Staff costs	DLC	$18,500			X

TOTAL PROJECT BUDGET: **$864,048.00**

Monitoring Agreement

MONITORING AGREEMENT

THIS AGREEMENT, made this day of , 2025, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and **DUTCHESS LAND CONSERVANCY, INC.**, with offices at 4289 Route 82, Millbrook, New York 12545 (hereinafter referred to as the "Conservancy").

WITNESSETH:

WHEREAS, the Conservancy has secured funding, which will result in the acquisition by the Conservancy of a Conservation Easement of approximately 201.287 acres of property owned by **Stanley J. Domin and Jay S. Domin**, operating as Domin Farm, located on Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York (the "Property"), and

WHEREAS, the Conservancy has secured funds for this acquisition through the United States Department of Agriculture Natural Resources Conservation Service and The Wetland Trust, and the County will provide a matching share through the Dutchess County Partnership for Manageable Growth Program.

WHEREAS, the Conservancy will hold the Conservation Easement on the Property, assuming such rights, obligations, and responsibilities as set forth therein, and the County will have third party enforcement rights pursuant to the terms of the Conservation Easement, and

WHEREAS, the Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy, and

WHEREAS, this Agreement further defines the rights, obligations and responsibilities associated with monitoring and administering the Conservation Easement,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **SCOPE OF SERVICES**. The Conservancy is primarily responsible for enforcement of the Conservation Easement and for monitoring the Property in a systematic manner to ensure compliance with the terms of the Conservation Easement, as further set forth in the Conservation Easement, attached hereto and incorporated herein as "Exhibit A." The Conservancy shall provide, following the Standards and Practices established by the Land Trust Alliance, and, in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth on "Exhibit B" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services (Exhibit B) contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. **TERM OF AGREEMENT**. This Agreement shall become effective upon the conveyance of a Conservation Easement of approximately 201.287 acres owned by Stanley J. Domin and Jay S. Domin on the Property (Dutchess County Tax Map Numbers 6362-04-671168, 6362-04-844138, 6462-03-030054, and 6462-03-047082) to the Conservancy and shall remain in effect as long as the Conservancy holds the Conservation Easement.

3. PAYMENT. The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values and natural resources of the Property and promotes the use of sound agricultural practices, which will further the Conservancy's charitable purposes of preserving the natural, ecological, cultural and scenic values of Dutchess County. In recognition of the costs the Conservancy may incur in monitoring compliance with the Conservation Easement, the Conservancy has secured, at no cost to the County, a stewardship fee of $10,000.00 to defray the costs of monitoring and administering the above referenced Conservation Easement.

4. INDEPENDENT CONTRACTOR STATUS. The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, no federal, state or local income tax or payroll tax of any kind shall be withheld or paid by the County on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Conservancy shall have no workers' compensation or disability coverage through the County for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. INDEMNIFICATION BY THE CONSERVANCY. The Conservancy shall hold the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. INDEMNIFICATION BY THE COUNTY. The County shall hold the Conservancy harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Conservancy shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

(a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York.

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as an additional named insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County or its officers or employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for Conservancy business. The Conservancy will ensure that all of its employees and any others discharging responsibilities pursuant to this Agreement, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold Conservation Easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c); and the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

The Conservancy shall take all affirmative steps necessary to ensure equal employment

opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and the monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easement shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, the Conservancy agrees to transfer all records associated with this Agreement and the Conservation Easement to the County or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy and its right, title or interest therein may not be assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

14. NO FINANCIAL OBLIGATION FOR COUNTY. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation for the County to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Linda Fakhoury, Assistant County Attorney

Dutchess County Commissioner of Planning and Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, New York 12601
Attn: Eoin Wrafter, Commissioner

If to the Conservancy: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

Dutchess Land Conservancy, Inc.
PO Box 138
Millbrook, New York 12545
Attn: Rebecca E. C. Thornton, President

16. NON-WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

_____
Linda D. Fakhoury, Assistant County Attorney
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

_____
Eoin Wrafter
Commissioner of Planning & Development

ACCEPTED: Dutchess Land Conservancy, Inc

By: _____
Rebecca E. C. Thornton, President

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2025, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A TO THE MONITORING AGREEMENT
CONSERVATION EASEMENT

EXHIBIT B TO THE MONITORING AGREEMENT
SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

• In-person site visit and/or fly over property by aerial over flight by Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

• Aerial monitoring to occur annually, typically in the late fall to early spring when the foliage is off vegetation. Ground monitoring of the property to occur approximately once every three years. Monitoring during hunting season will be avoided.

C. Procedure

• Verify property ownership before monitoring to detect any changes.
• Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.
• Review baseline file including:
    (1) Conservation Easement or Conservation Easement Summary
    (2) Baseline documentation maps and photographs
    (3) Existing Conditions Report
    (4) Previous monitoring records

D. Ground Monitoring

• Visit property, bringing:
    (1) Copy of Conservation Easement
    (2) Camera
    (3) Tablet/GPS Device with property details and other features loaded
    (4) Maps showing boundaries and other property features
    (5) Compass, measuring tape, and fluorescent flagging
    (6) Copy of report and materials from most recent ground monitoring visit
    (7) Copy of the property's structure inventory and structure photos
    (8) Copies of relevant correspondences
• Meet with landowner (upon request), review easement terms, answer any questions
• Inspect property:
    (1) Find and walk boundaries
    (2) Check trouble spots identified by prior visits, aerial imagery or correspondence
    (3) Note and photograph any significant changes to the property, natural or manmade
    (4) Photograph structures and take measurements when needed
    (5) Write report using GPS data, photographs and observations made in the field
    (6) Identify problems that merit follow-up from the Conservancy

E. Aerial Monitoring

• Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the property from the air
• Prepare flight plan

(1) Easement summary
(2) Camera, back up camera
(3) Maps showing boundaries and other property features
(4) Notebook, pens/pencils

- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Label and file photographs as an addendum to the baseline files
- Send landowner letter summarizing findings
- Send County letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

- Landowner Contact – a good working relationship with the landowner is fundamental to a successful stewardship program

(1) Build a spirit of cooperation, beginning before easements are signed
(2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect
(3) Personally contact a new landowner any time land changes hands, even within the same family
(4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
(5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours or two business days of the discovery.
- The Conservancy, as lead monitor, will then notify the landowner about the violation.
- The Conservancy will try to resolve the problem through negotiation:

(1) Establish plan for restoration and set a deadline for compliance
(2) Follow up all contacts in writing, via certified mail
(3) Inspect restoration work and document compliance

- Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.

Title Report

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St, Albany, NY 12207
Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534
Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady
517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

e-mail – info@smprtitle.com — **website** – www.smprtitle.com

APPLICANT

Title Number M-087042-A

Emily Kelderhouse
Dutchess Land Conservancy

Phone: 845-677-3002
Fax:
Email: emilyk@dutchessland.org

Reference: Dutchess Land Conservancy from Domin, a/k/a Jay S. Domin, etal.

REPORTS HAVE BEEN SENT TO

PROPERTY INFORMATION

Rombout Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6362 Block 04 Lot 671168

234 Rombout Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6362 Block 04 Lot 844138

253 Freedom Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6462 Block 03 Lot 030054

245 Freedom Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6462 Block 03 Lot 047028

PARTIES

Owner(s): Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Buyer(s): Dutchess Land Conservancy

SERVICES

TITLE POLICIES

Owners Policy: $805,148.00 Easement Fee Premium: $3,016.00

Underwriter: Stewart Title Guaranty Company

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St, Albany, NY 12207
Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534
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517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

e-mail – info@smprtitle.com — **website** – www.smprtitle.com

TITLE CLOSING INVOICE

Title No.: M-087042-A
Client: Emily Kelderhouse
Applicant: Dutchess Land Conservancy
Closing Date:
Reference: Dutchess Land Conservancy from Domin, a/k/a Jay S. Domin, etal.
Premises: Rombout Road, La Grange, NY (And Others) Sec. 6362 Block 04 Lot 671168; Sec. 6362 Block 04 Lot 844138; Sec. 6462 Block 03 Lot 030054; Sec. 6462 Block 03 Lot 047028
Owners: Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Buyers: Dutchess Land Conservancy

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
COMPANY CHARGES				• Easement Policy for $805,148.00 (Premium $3,016.00)
Policy Premiums				• Underwriter Compensation $422.24, Title Agent Compensation $2,593.76
Owners Policy Premium	$3,016.00			• Property Type is Farm Property
Endorsements				• Underwriter: Stewart Title Guaranty Company
Other Charges				• + items are subject to NYS Sales Tax
TOTAL COMPANY CHARGES:	$3,016.00	$0.00	$0.00	
ESCROW AND PASS THROUGH CHARGES				
Recording Taxes				
Transfer Tax New York State (TP584)		$3,222.00		
Recording Fees				
TP-584 Filing Fee		$5.00		
Escrows				
TOTAL ESCROW AND PASS THROUGH CHARGES:	$0.00	$3,227.00	$0.00	
TOTAL TO SMPR	**$3,016.00**	**$3,227.00**		**GRAND TOTAL: $6,243.00**

DISCLOSURE INFORMATION

NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney. In accordance with New York State Department of Financial Services 11 NYCRR228 (Insurance Regulation 208) we are required to notify you that: SMPR Title Agency employees or representatives of SMPR are not allowed to accept any tips or gratuities. We have also been required to change some of the fees listed on our website. Thank you for your understanding and for your continued support.

(Continued on next page).

SMPR TITLE AGENCY, INC.

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e-mail – info@smprtitle.com — **website** – www.smprtitle.com

For Company Use Only:

CHECK FROM/TO	CHECK NO.	COMPANY PAYMENT	DIRECT PAYMENT
	TOTAL:		

OWNER/SELLER/SURVEY AFFIDAVIT

Insurer: Stewart Title Guaranty Company by
SMPR Title Agency, Inc., Agent
Order Number: M-087042-A
Owner(s): Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Purchaser(s): Dutchess Land Conservancy
Lender:
Property: Rombout Road, Town of La Grange, County of Dutchess, NY

STATE OF NEW YORK)
COUNTY OF)ss.:

The undersigned Owner(s), being duly sworn depose(s) and say(s):

1) I/We am/are the Owner(s) of the Property and as such am/are fully familiar with the facts and circumstances set forth herein.; that I/We have owned and occupied the premises for _____ years; that my/our possession of the Property has been peaceable and undisturbed and title has never been disputed, questioned or rejected, as far as I/we know; that I/We know no facts by reason of which my/our possession or title might be questioned, or by reason of which any claim to any part of the Property or any interest therein adverse to me/us might be made.

2) I/We have been known by no other name within the last ten years, except _____.

3) I/We know of no unsatisfied judgment, lien, federal tax or encumbrance on the Property or against me/us. I/We am/are not currently in bankruptcy. All association dues, real estate taxes, water and sewer rents and/or charges against the Property are paid to date.

4) (If applicable) My/Our attention has been called to certain judgments, warrants, tax liens and/or bankruptcies against persons with names similar to mine/ours. I/We are not the debtors named therein. I/We have never resided or conducted business at any of the addresses shown for debtors.

5) The Property is being used solely for residential purposes. There are no tenants, lessees or other persons in possession of any portion of the Property except: _____. (If Applicable) Such tenants are month-to-month or pursuant to written lease for terms not in excess of _____ months without rights to renew. No lease contains an option to purchase the Property.

6) I/We am/are fully familiar with the buildings and improvements on the Property and on all adjacent properties am/are able to state that no portion of the buildings, improvements, structures or any additions, fences, pool, deck or driveway project over or beyond the boundary lines of the Property or onto the Property from an adjacent property and that I/we know of no violation of the restrictions of record by the buildings and improvements. There have been no buildings or exterior improvements constructed on the Property within the last two years, except _____

7) (If applicable) A survey dated _____ made by _____ shows the premises as they exist today, except _____.

8) If the Insurer is forwarding payment to the holder of any existing mortgage in satisfaction thereof, I/we agree to pay any additional sums which may be required by such holder to obtain a discharge of mortgage. I/We appoint the Insurer my/our agent for the purpose of taking any actions necessary to obtain such discharge.

9) If this is a sale, I/we am/are not taking back a purchase money mortgage as part of the sale price.

10) I/We are/are not a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (DRL Section 236).

11) The Home Equity Theft Prevention Act Compliance: (STRIKE OUT STATEMENTS THAT DON'T APPLY) That (a) I/we am/are not in default of any mortgage payments affecting the Property; (b) that I/we will not reside in the Property after I/we transfer title to the Purchaser(s); (c) that no person other than the Purchaser(s) have a right to acquire an interest in the Property; (d) that Purchaser(s) has/have not told me/us that I/we have the right to buy back the Property, or in any manner or under any circumstances will I/we be able to move back into the Property at a future date; (e) that I/we am/are not the spouse of the Purchaser, or the Purchaser's parent, grandparent, child, grandchild or the sibling of such a person or such person's spouse; and (f) that the Purchaser(s) has/have not told me/us that Purchaser(s) are assisting me to retain ownership in the Property or to reacquire the Property in the future.

12) This affidavit is made to induce Stewart Title Guaranty Company by **SMPR Title Agency, Inc.**, it's agent to issue policy(ies) of title insurance covering the Property knowing they are relying on the statements made herein.

_____ _____
Owner(s) Owner(s)

Sworn to before me this _____
day of _____, 20____

_____
Notary Public

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

Stewart Title Guaranty Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:
   A. if the fees therefore are not paid;
   B. if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
   C. when the policy shall issue provided that the failure to issue such policy is not the fault of the Company;
   D. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instrument for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

THIS REPORT IS NOT A TITLE INSURANCE POLICY!
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Stewart Title Guaranty Company
By: SMPR Title Agency, Inc.

By: _____
Its Authorized Officer or Agent

Direct questions to: Donna S. Redgrave

Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

SCHEDULE A

1. Effective Date: 6/4/2025
   Redated:

2. Policy or Policies to be issued:

   (a) ALTA Owners Policy 2021 with Standard New York Endorsement
   Proposed Insured: **Dutchess Land Conservancy** **$805,148.00**

   (b) ALTA Loan Policy 2021 with Standard New York Endorsement
   Proposed Insured:

   (c) ALTA Loan Policy 2021 with Standard New York Endorsement
   Proposed Insured:

The following endorsements are a part of this policy:
TIRSA Standard New York Endorsement - Owners Policy

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in: **Jay Stanley Domin and Stanley John Domin, a/k/a Jay S. Domin and Stanley J. Domin**

Jay Stanley Domin and Stanley John Domin acquired title from Joseph C. Domin and Jacob S. Domin by deed dated December 27, 1980 and recorded in the Dutchess County Clerk's Office on December 31, 1980 in Book 1550 page 30; Jay S. Domin and Stanley J. Domin acquired title from Stamp Enterprises, Inc. by deed dated February 19, 1982 and recorded in the Dutchess County Clerk's Office on February 19, 1982 in Book 1574 page 486.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:
Address: Rombout Road, La Grange, NY;
234 Rombout Road, La Grange, NY;
253 Freedom Road, La Grange, NY;
245 Freedom Road, La Grange, NY
Section 6362 Block 04 Lot 671168
Section 6362 Block 04 Lot 844138
Section 6462 Block 03 Lot 030054
Section 6462 Block 03 Lot 047028

TITLE CERTIFICATION

SCHEDULE A DESCRIPTION

Domin Property
Conservation Easement

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of LaGrange, County of Dutchess and State of New York, being bounded and described as follows:

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922

LEGAL DESCRIPTION

of Deeds at page 58,
North 76°24'08" East for 103.31 feet to an iron rod found in said wall;
Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,
North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and
North 77°15'24" East for 100.23 feet to a point in said wall;
Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,
North 79°05'29" East for 167.72 feet to a point in said wall;
Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,
North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;
Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,
South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;
Thence along the westerly line of Rombout Road,
South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;
Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-

LEGAL DESCRIPTION

5193,
South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;
Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508
North 83°58'15" East for 470.02 feet;
Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,
South 26°46'26" East for 688.00 feet to an iron rod found, and
North 77°04'44" East for 668.63 feet;
Thence along the westerly line of the earlier mentioned Freedom Road,
South 22°03'06" East for 5.00 feet,
South 34°23'06" East for 103.60 feet,
South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and
South 40°07'26" East for 452.46 feet to the point or place of beginning;

LEGAL DESCRIPTION

Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

SCHEDULE B – REQUIREMENTS

I. IDENTITY OF PARTIES.
Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

II. SECTION 13 OF LIEN LAW
Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS
When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE
Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

V. CONTRACT
If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

VI. PROOF OF NO OTHER NAME
Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

VII. PERSONAL PROPERTY
Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

VIII. MARKET VALUE ENDORSEMENT – <u>APPLIES TO RESIDENTIAL OWNERS POLICY ONLY</u>
Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing below.

_____ Purchaser

_____ Purchaser

SCHEDULE B REQUIREMENTS

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:

Fee P Loan P The following are the requirements to be complied with:

1. Owner/Sellers Affidavit must be completed and submitted to this Company.

2. Searches for Judgments, State Tax Warrants and Federal Tax Liens have been made in the indexes on file in the County Clerk's Office in which the property is located against the following:

   Names: Jay Stanley Domin, a/k/a Jay S. Domin
   Stanley John Domin, a/k/a Stanley J. Domin

   Returns: NONE

3. The 2025/2026 School Tax becomes a lien on July 1st. Bills not yet available from the taxing authority until September. For closings on or after July 1st, the school tax will be excepted as a lien not yet due and payable.

4. Interest to be insured hereunder is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

SCH B § 1 ITEMS TO BE DISPOSED OF

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 2
EXCEPTIONS FROM COVERAGE:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Fee P Loan P

1. Rights of tenants or persons in possession, if any.

2. **OMIT 6/25/2025 DR** Subject to any state of facts that an accurate survey would show.

3. **OMIT 6/25/2025 DR** Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.

4. Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.

5. No title is insured to any land lying in the bed of any street, avenue, road or highway abutting, adjoining, passing through or crossing the premises herein.

6. Covenants and Restrictions – Book 1574 page 486.

7. Any state of facts shown on filed map #6319 and filed map #5833.

8. **REVISED 1/5/2024 DR**
Rights and easements conveyed and reserved in Book 517 page 396.

9. Rights and easements conveyed and reserved in Book 1236 page 122.

10. **ADDED 6/25/2025 DR**
Easement to Central Hudson Gas & Electric Corp. in Book 670 page 630.

11. **ADDED 6/25/2025 DR**
Easement to Central Hudson Gas & Electric Corp. in Book 1001 page 158.

12. **REVISED 8/4/2025 DR** Survey dated December 20, 2024, revised July 22, 2025 made by Kirk Horton, LS (Job No. *) shows the following exceptions to coverage:

    (a) Central Hudson Gas & Electric Easement per Book 670 page 630 runs through the premises.

SCHEDULE B – SECTION 2
EXCEPTIONS FROM COVERAGE:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Fee P Loan P

(b) Stream runs through premises. Riparian rights and easements of others are excepted.

END

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

SMPR TITLE AGENCY, INC., ("SMPR") requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE

1. The payoff letter must be provided to SMPR **5 days prior** to closing;
2. The payoff check must include **5 additional days of interest**, plus weekends and holidays;
3. The payoff check must be in compliance with the payoff letter; and
4. The payoff amount must be verified by the SMPR closer or employee **at or prior to closing**;
5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.

MORTGAGE SCHEDULE

NONE OF RECORD

MORTGAGE SCHEDULE

Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land $511,058
Total $511,058

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $465,872 (C/T/S)^

ASSESSED TO: Jay Stanley Domin and John Domin

ASSESSED AS: Rombout Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 118.40 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6362 Block: 04 Lot: 671168-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $524.62 (includes Exemption Savings) **PAID 1/31/2023**
^Above Property Tax is based on Exemption AG IN DIST of $465,872.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $1,151.80 (includes Exemption Savings) **PAID 10/7/2024**
*School Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

TAX & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay Stanley
Stanley John
37 Mountain Rd
Pleasant Valley, NY 12569

Location: Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	465,872

Tax Map # 6362-04-671168-0000
Tax Bill # 001372
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 118.4
Frontage:
Depth:
Liber: 1550
Page: 0030

Full Value:	719,800
Assessment:	511,058
STAR Savings:	0.00
Tax Amount:	**1,151.80**
Tax Paid:	1,151.80
Balance:	**0.00**

☑ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate * 1000	Tax Amount
School Taxes (Homestead)	156,003,350	45,186	25.490274	1,151.80

Pmt Date	Payer	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	1,151.80	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

Copyright (c) 2014-2019 BTW Associates, Inc.

Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay Stanley
Stanley John
37 Mountain Rd
Pleasant Valley, NY 12569

Location: Rombout Rd
SWIS: 133400 La Grange

Tax Map # 6362-04-671168-0000
Tax Bill # 001560
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 118.4
Frontage:
Depth:
Liber: 1550
Page: 0030

Code	Description	Exemption
41720	AG DIST CN	465,872

Full Value:	719,800
Assessment:	511,058
STAR Savings:	0.00
Tax Amount:	**524.62**
Tax Paid:	524.62
Balance:	**0.00**

☒ Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
County Tax	102,108,559	45,186	3.055116	138.05
Town Tax	6,644,477	45,186	3.356141	151.65
La Grange Fire	10,447,512	45,186	5.199017	234.92

Pay Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	524.62	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land $406,500
Total $406,500

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $379,376 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 234 Rombout Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 72.10 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6362 Block: 04 Lot: 844138-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $314.92 (includes Exemption Savings) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $379,376.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $691.40 (includes Exemption Savings) **PAID 10/7/2024**
*School Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

TAX & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 234 Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	379,376

Tax Map # 6362-04-844138-0000
Tax Bill # 001364
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 72.1
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	572,500
Assessment:	406,500
STAR Savings:	0.00
Tax Amount:	**691.40**
Tax Paid:	691.40
Balance:	**0.00**

☑ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003,350	27,124	25.490274	691.40

Post Date	Payor	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	691.40	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

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If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 234 Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	379,376

Tax Map # 6362-04-844138-0000
Tax Bill # 001552
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 72.1
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	572,500
Assessment:	406,500
STAR Savings:	0.00
Tax Amount:	**314.92**
Tax Paid:	314.92
Balance:	**0.00**

Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
County Tax	102,108,559	27,124	3.055116	82.87
Town Tax	6,644,477	27,124	3.356141	91.03
La Grange Fire	10,447,512	27,124	5.199017	141.02

Post Date	Payer	Check #	Tax Paid	Penalty Paid
01/31/25	STANLEY DOMIN	1476	314.92	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Information Disclaimer

Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land $40,100
Total $40,100

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $38,463 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 253 Freedom Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 5.01 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6462 Block: 03 Lot: 030054-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $19.00 (includes Exemption Savings of) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $38,463.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $41.73 (includes Exemption) **PAID 10/7/2024**
*School Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

TAX & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 253 Freedom Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	38,463

Tax Map # 6462-03-030054-0000
Tax Bill # 001366
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	56,500
Assessment:	40,100
STAR Savings:	0.00
Tax Amount:	**41.73**
Tax Paid:	41.73
Balance:	**0.00**

Hide Bill and Payment Details...

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003,350	1,637	25.490274	41.73

Pmt Date	Payer	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	41.73	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Tax Map # 6462-03-030054-0000
Tax Bill # 001554
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Location: 253 Freedom Rd
SWIS: 133400 La Grange

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	38,463

Full Value:	56,500
Assessment:	40,100
STAR Savings:	0.00
Tax Amount:	**19.00**
Tax Paid:	19.00
Balance:	**0.00**

☒ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate * 1000	Tax Amount
County Tax	102,108,559	1,637	3.055116	5.00
Town Tax	6,644,477	1,637	3.356141	5.49
La Grange Fire	10,447,512	1,637	5.199017	8.51

Pay Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	19.00	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Information Disclaimer

Stewart Title Guaranty Company
Issued by
SMPR TITLE AGENCY, INC.

TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land $60,060
Total $60,060

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $58,423 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 245 Freedom Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 5.01 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6462 Block: 03 Lot: 047028-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $19.00 (includes Exemption Savings) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $58,423.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $41.73 (includes Exemption Savings) **PAID 10/7/2024**
*School Tax Bill Attached.

TAX SEARCH

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TAX & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Tax Map # 6462-03-047028-0000
Tax Bill # 001367
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Location: 245 Freedom Rd
SWIS: 133400 La Grange

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	58,423

Full Value:	84,600
Assessment:	60,060
STAR Savings:	0.00
Tax Amount:	**41.73**
Tax Paid:	41.73
Balance:	**0.00**

☑ (Hide Bill and Payment Details)

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003.350	1,637	25.490274	41.73

Pmt Date	Payor	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	41.73	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 245 Freedom Rd
SWIS: 133400 La Grange

Tax Map # 6462-03-047028-0000
Tax Bill # 001555
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	58,423

Full Value:	84,600
Assessment:	60,060
STAR Savings:	0.00
Tax Amount:	**19.00**
Tax Paid:	19.00
Balance:	**0.00**

☒ Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate (/$1000)	Tax Amount
County Tax	102,108,559	1,637	3.055116	5.00
Town Tax	6,644,477	1,637	3.356141	5.49
La Grange Fire	10,447,512	1,637	5.199017	8.51

Post Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	19.00	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Information Disclaimer

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. The searches will not be insured and the company assumes no liability for the accuracy thereof. The searches will not be continued to the date of closing.

Certificate of Occupancy: Attached

Housing and Building Violations: Attached

Street Report: *.

Fire Department: NOT AVAILABLE.

TAX & OTHER SEARCHES

TOWN OF LAGRANGE

OFFICE OF THE BUILDING INSPECTOR
120 Stringham Road, LaGrangeville, NY 12540
845-452-1830; Fax 845-452-7692

MUNICIPAL RECORDS SEARCH
MS# 23-267

DATE: **January 5, 2024**

LOCATION: GRID NO.: **08-6362-04-671168** TITLE NO.: **M-087042**
ADDRESS: **ROMBOUT RD**
OWNER: **JAY STANLEY DOMIN AND STANLEY J. DOMIN**

REQUESTED BY: **SMPR TITLE AGENCY**

In response to your request for a municipal records search for the above-mentioned property, listed below are the findings of our search:

CERTIFICATES-

- The above reference property is an unimproved/vacant lot.

A physical inspection has not been conducted by this office. Any improvements that are not listed above are inconsistent with our records and shall be deemed to be in non-compliance. This may constitute a violation upon inspection. New York State Building Codes require that all residences be fitted with smoke alarms and a carbon monoxide detector.

Additionally, be advised that the road or street fronting this property is a town road and maintained by the Town of LaGrange Highway Department. The information provided in this report is valid for 30 days from the date of this document.

Jessica Martinez
Records Clerk

TOWN OF LAGRANGE

120 Stringham Road, LaGrangeville, NY 12540
845 452-1830; Fax 845 452-7692

Date:	January 5, 2024
To:	SMPR Title Agency
Location:	Rombout Rd
Tax Grid Number:	6361-04-671168
F.I.R.M. Map No:	36027C0379E
	Panel No. 379E

Community Number: 361011

The Town of LaGrange Department of Planning, Zoning and Building has reviewed the maps prepared by the Federal Emergency Management Agency as they relate to the parcel described above. Upon completion of that review, it is found that the property:

(X) is located in an A or AE floodplain zone.
( ) A small portion of this property is located in a flood plain A or AE; no structures involved
( ) is not located in an A or AE floodplain zone.

Zone A (no base flood elevations determined) 100-year flood hazard area is defined in the National Flood Insurance Act. This determination is for flood insurance purposes only. The maps used in making this determination do not necessarily show all areas subject to flooding in the community. The fact that a parcel of land is not shown as being within a flood hazard area on National Flood Insurance Program Maps does not mean the parcel will be immune to flooding.

Please verify this report with your lending institution which has the official responsibility for making this determination.

1/5/2024
Date

Jessica Martinez
Records Clerk

A 281

Statutory N.Y.B.T.U. Form 8002
Bargain & sale deed, with covenant against grantor's acts—Individual or corporation

LIBER 1550 PAGE 30

JULIUS BLUMBERG, INC. LAW BLANK PUBLISHERS

0.20

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27th day of December, nineteen hundred and Eighty

BETWEEN JOSEPH C. DOMIN, of Rombout Road, Town of LaGrange, New York and JACOB S. DOMIN, of Mountain Road, Town of LaGrange, New York,

party of the first part, and

JAY STANLEY DOMIN and STANLEY JOHN DOMIN, of Mountain Road, Town of LaGrange, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----------TEN AND 00/100 ($10.00)---------- dollars,

lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWN OF LAGRANGE, County of Dutchess and State of New York, and more particularly described upon Schedule A attached hereto.

8249

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 31 DAY OF Dec., 1980
AT 11 H 25 M A. M. RECORDED IN
BOOK No. 1550 OF Deeds
AT PAGE 30 AND EXAMINED
William K. Sweeney CLERK

DUTCHESS COUNTY CLERK'S OFFICE RECEIVED Dec 31 11 25 AM '80

RECEIVED
$ 0
REAL ESTATE
DEC 31 1980
TRANSFER TAX
DUTCHESS
T.R. COUNTY

16.00

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Schedule A

ALL that tract or parcel of land situate in the Town of LaGrange, which in a deed thereof made by George Wilkinson and wife to Aaron M. Baker, Oct., 9, 1846, and recorded Dutchess County Clerk's Office in liber 83 of Deeds at page 407, is bounded and described thus: All that tract or farm of land situate in the Town of LaGrange, County of Dutchess and by a survey thereof made by Samuel M. Thurston in the year 1827 is bounded as follows: BEGINNING at the southeast corner of said farm on a ledge of rock being the corner between the farms of Gilbert Titus, late Coe Downing, deceased, and Theodorus B. VanWyck, and is at or near the old line between Towns of LaGrange (late Beekman) and Fishkill and runs thence as the magnetic needle then pointed north 22 deg. and 30 min. west 20 chains and 15 links to a stake and stones; thence along a wood lot of John Ruger south 89 deg. 45 min. west 20 ch. and 52 links to the middle of the wall; thence north 20 deg. west 30 links to a white oak tree marked; thence north 17 deg. 45 min. east 10 ch. to a walnut tree marked; thence along line of the late Benjamin Merritt, deceased, and others north 84 deg. west 41 ch. and 44 links to the end of the wall westward of a white oak sapling marked; thence along John Ruger's land south 2 deg. and 45 min. west 3 ch. and 95 links; thence south 13 deg. 45 min. west 6 ch. and 86 links to the wall about 2 ft. southwest of two walnut saplings marked; thence south 67 deg. east 5 ch. and 54 links to a black oak stump; thence south 68 deg. east 14 ch. and 94 links; thence south 73 deg. and 45 min. east 51 ch. and 30 lks. to the place of beginning. Containing 98 acres 3 roods and 9 perches of land.

ALSO ALL that certain lot or parcel of woodland which in a deed thereof from Minard VanKleeck and Eleanor, his wife, to the said William G. Merritt, bearing date the 23rd day of March, 1839, is described as situate in the Town of LaGrange and which the said Minard VanKleeck purchased of John Ruger in the year 1823 and is bounded on the east by the old line between Fishkill and Beekman on the west and on the north and on the south by the land (of the said) William G. Merritt and is estimated to contain 15 acres of land, being the same more or less.

AND ALSO ALL that certain farm of land situate in the Town of LaGrange County of Dutchess and State of New York, which pursuant to a survey thereof made by John S. Brown on March 22, 1854, is bounded and described as follows, to wit: BEGINNING at an angle of the wall in the southwest corner of the premises hereby conveyed and at the line of the farm formerly owned by Minard Van Kleeck; running from thence south 83 deg. east 57 ch. and 35 lks. to the old Beekman town road; thence north 20 deg. 30 min. west 29 ch. 2 links to the southeast corner of the farm formerly owned by James Downing, deceased; thence south 82 deg. 30 min. west 12 ch. 95 links; thence north 88 deg. 45 min. west 3 ch. 60 links to a stump in the angle of the fence; thence south 30 deg. 30 min. west 13 ch. 15 links; thence north 60 deg. 15 min. west 11 ch. and 90 links; thence south 16 deg. west 7 ch. and 40 links to the angle of the wall; thence north 74 deg. 15 min. west 6 ch. and 88 lks.; thence north 53 deg. 30 min. west 1 ch. and 77 links; thence north 72 deg. west 40 links to a stake set at the junction of the fence near the highway; thence south 19 deg. 30 min. west 9 ch. and 8 links to the place of beginning. Containing, including the land within the enclosure of the fences on the east line, being the second course, 86 acres of land more or less.

AND ALSO ALL that certain piece or parcel of land situate in the Town of LaGrange, County of Dutchess, N.Y., bounded as follows:

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BEGINNING at the northeast corner of the lot hereby conveyed and at the angle of the wall; and running thence south 24 deg. 30 min. west 72 links; thence north 73 deg. 15 min. west 7 ch. 49 links to a stake and stones; thence north 20 deg. 30 min. east 1 ch. 64 links to the end of a wall; thence south 62 deg. 30 min. east 2 ch. 5 links; thence south 58 deg. 30 min. east 2 ch. 79 links; thence south 76 deg. 45 min. east 2 ch. 86 lks. to the place of beginning. Containing 2 roods 33 perches of land more or less.

AND ALSO ALL that certain farm of land situate in the Town of LaGrange Dutchess County and State of New York, containing about 64 acres of land described as follows, viz:

CONSISTING of three tracts of land, one of which was conveyed to George L. Downing by Henry Downing by deed dated June 5, 1833, recorded in Dutchess County Clerk's Office in Liber 51 on Oct. 23, 1833; another of said tracts of land was conveyed to George L. Dowing by Moses Downing and Richard Downing by deed dated April 27, 1843, and recorded in Liber 76 at page 167; the other of said tracts of land was conveyed to George L. Downing by James Downing and wife by deed dated May 22, 1834, and recorded in Liber 53 June 6, 1834; reference to which several deeds or the record thereof is hereby made for the location, boundaries and extent of said several tracts of land. Said farm is generally bounded on the north by the farm lately of Richard Downing, now by heirs of James Downing deceased, and on the east by lands of Elisha Merritt, formerly,now Bell, and on the south by lands of said Bell and Jewell lot, and on the west by lands of Cornelis Conkrite and John L. Tanner; the premises hereby conveyed was conveyed to the parties of the first part by John Campion and Bridget, his wife, by deed bearing date the 18th day of June 1864, and recorded in the Clerk's office of the County of Dutchess on June 20, 1864 in Liber 128 of Deed at page 143 , a reference thereunto is hereby made for a more particular description, bounds and extent.

ALSO one other lot of land situate in said Town of LaGrange, Dutchess County, N.Y., and adjoins the before mentioned and described premises and is the Jewell lot mentioned in above conveyance, is bounded by description as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of LaGrange aforesaid, bounded and described as follows:

On the north by lands of Henry Dowing, formerly, now Isaac Van Wagner, on the east by lands of Edwin Burhans, formerly now owned by Bell; and on the south by lands formerly owned by Minard VanKleeck and now by James Van Kleeck; and on the west by lands of John L. Tanner, containing 6 acres of land more or less. Said lot of land was conveyed to the parties of the first part by William Tanner and wife by deed bearing date the 26th day of April 1867, a reference to which is hereby had for a more particular description, bounds and extent.

The last 2 parcels herein described are the same premises conveyed by Frank Holterhoff and others to August Wallman, by deed recorded October 21, 1897, in Liber 293 of Deeds at page 271, in the Dutchess County Clerk's office, and conveyed by the said August Wallman and wife to Kate T. Chatillon by deed recorded in the Dutchess County Clerk's office June 7, 1899, in Liber 302 of Deeds at page 162, and being the same premises conveyed by Kate T. Chatillon to James Henry by deed dated May 5, 1900 and recorded in the Dutchess County Clerk's office May 28th, 1929, in Liber 496 of Deeds at page 412.

EXCEPTING AND RESERVING premises hereinbefore conveyed by Bushnell and wife to the New York Power and Light Corporation by deed dated August 25th, 1931, and recorded September 10th, 1931, in the Dutchess County Clerk's Office in Liber 512 of Deeds at page 396, containing 12.19 acres.

SUBJECT to any rights of way or easements heretofore granted to any

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electric light, telephone or power line or to any public utility.

FURTHER EXCEPTING AND RESERVING from the above described premises, the lands heretofore conveyed by James Henry to Edna Ferguson by deed dated May 29th, 1935, and recorded in the Dutchess County Clerk's Office July 3rd, 1935 in Liber 546 of Deeds at page 77 and said to contain about 14 acres of land.

FURTHER EXCEPTING AND RESERVING from the above described premises, the lands heretofore conveyed by James Henry to Lewis F. Newbaker by deed dated July 14th, 1937 and recorded in the Dutchess County Clerk's Office September 4th, 1937 in Liber 562 of Deeds at page 197 and said to contain about 4 acres of land. And also recorded in Liber 590 of Deeds, page 566.

FURTHER EXCEPTING AND RESERVING from the above described premises the lands heretofore conveyed by Joseph C. Domin and Jacob S. Domin, as Executors of the Estate of Marya Domin, to Central Hudson Gas and Electric Corporation by deed dated the 28th day of December, 1967 and recorded in the Dutchess County Clerk's Office on January 2, 1968 in Liber 1236 of Deeds at Page 122.

FURTHER EXCEPTING AND RESERVING from the above described premises all that certain piece or parcel of land beginning at a point on the east side of Rombout Road at an iron rod set, said point being the southwest corner of the herein described parcel and being distant N14° 58' 15" W 946.10' from the intersection of a stone wall and the easterly side of Rombout Road, being the southwest corner of the lands of Marya Domin as described in Liber 617 on Page 27 filed in the Dutchess County Clerk's Office; thence along the east side of Rombout Road the following two courses N11° 58' 00" E 207.65'; N09° 01' 50" E 29.16 to an iron rod set in the northwest corner of the hereindescribed parcel; thence through the lands of Marya Domin the following Three courses S84° 04' 50" E 108.92' to a metal fence post; S00° 17' 30" E 228.31' to an angle iron post; N87° 13' 55" W 157.32' to an iron rod set and to the point or place of beginning. Containing 0.70 acre of land more or less.

TOGETHER with a permanent right of way and easement which shall be 25 feet in width, measured south from the northern boundary of the parcel described in the immediately preceding paragraph. Said right of way and easement shall run in a general east and west direction along the entire northern boundary of the aforesaid parcel from Rombout Road to the parcel being conveyed to the grantees herein.

BEING a portion of premises heretofore conveyed by Julius Brody to Stanislaus Domin and Marya Domin, his wife, by deed dated the 10th day of June, 1944 and recorded in the Dutchess County Clerk's Office on the 12th day of June, 1944 in Liber 617 of Deeds at Page 26. The said Stanislaus Domin died intestate on the 2nd day of March, 1954 and the said Marya Domin died a resident of the County of Dutchess on the 25th day of June, 1965, leaving a will dated the 3rd day of December, 1964, the same having been admitted to probate in the Dutchess County Surrogate's Court on the 13th day of August, 1965. That by the terms of the aforesaid Will, Marya Domin, among other things, devised the real property from which the above described parcel is being taken, to the grantors herein, Jacob S. Domin and Joseph C. Domin, equally share and share alike. The purpose of this deed and the deed being executed simultaneously herewith regarding the remainder of the premises from which the above described tract is being taken, is to effect a partition of the entire premises devised to the grantors herein.

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TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph C. Domin

Jacob S. Domin

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STATE OF NEW YORK, COUNTY OF Dutchess ss:

On the 27th day of December 1993, before me personally came

Joseph C. Domin and Jacob S. Domin

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

DAMIAN J. AMODEO
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 19 95

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

JOSEPH C. DOMIN and JACOB S. DOMIN

TO

JAY STANLEY DOMIN and STANLEY JOHN DOMIN

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

AMODEO & AMODEO
ATTORNEYS AT LAW
2 CANNON STREET
POUGHKEEPSIE, N. Y. 12601
Zip No.

Reserve this space for use of Recording Office.

LIBER 1550 PAGE 35

035

vpgo Doc #: DEED 1550 35 Printed Page 1 of 1

Form 31-13 (Standard N.Y.B.T.U. Form 8007-9/84)—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

$10.20 XFT

THIS INDENTURE, made the 19th day of FEBRUARY, nineteen hundred and eighty-two

BETWEEN STAMP ENTERPRISES, INC., a domestic corporation with its office and principal place of business located at 124 Dutchess Turnpike, Poughkeepsie, Dutchess County, New York,

party of the first part, and JAY S. DOMIN and STANLEY J. DOMIN, of Mountain Road, Pleasant Valley, Dutchess County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----------TEN----------($10.00)---------- dollars,

lawful money of the United States, together with other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

~~All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected,~~

~~lying and being in~~

PARCEL I

ALL those pieces or parcels of land, situate, lying and being in the Town of LaGrange, County of Dutchess, State of New York, which on a certain map dated November, 1979, made by M. Chazen, L.S. and P.E. entitled "Subdivision Plat prepared for Stamp Enterprises, Inc., Map 2 of 2, Block B", and filed in the Office of the Dutchess County Clerk on the 13th day of March, 1980 as Map No. 5833, and is more particularly described and set forth on said map, as Lot Nos. 1 and 2.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

Being a portion of that real property described in a deed given by Charles J. Patrick to Stamp Enterprises, Inc. and which deed bears date the 20th day of December, 1979, and was recorded in the Dutchess County Clerk's Office on the 21st day of December, 1979 in Liber 1526 of Deeds at page 384.

DAT-2900

PARCEL II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess, State of New York, known and designated as Lot No. 4, on a certain map entitled "Sub-division Plat, Lands of Melvin Weill" dated February 23, 1962 and filed on September 6, 1973 in the Dutchess County Clerk's Office as filed Map No. 4220.

BEING the same premises conveyed by Samuel O. Slee, Esq., Referee to Charles J. Patrick, Pinetex Company and Amnon Waksman, by deed dated May 22, 1979 and recorded in the Dutchess County Clerk's Office on June 6, 1979, in Liber 1509 of Deeds, at Page 719.

The said described parcel contains 37.16 acres.

BEING a part of the premises conveyed by Amnon Waksman to Stamp Enterprises, Inc. by deed dated November 21, 1979 and re-

RECORDED 1982 FEB 23 PM 12:25

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corded in the Dutchess County Clerk's Office on November 26, 1979 in Liber 1524 of Deeds at page 171.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

PARCEL III

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, and which is more particularly bounded and described as follows:

BEGINNING at a point in the center line of a 150' easement granted to Central Hudson Gas & Electric Corporation in Liber 670, Page 630 the said point being the southeasterly corner of Parcel #3 as shown on map entitled "Subdivision Plat - Lands of Mel Weill" dated February 23, 1962 and filed in the Dutchess County Clerk's Office as Map #4220; thence northwesterly along a stone wall N 85°45'20" W 215.31', N 86°01'40" W 427.28', N 83°01'40" W 112.19', N 86°48'40" W 197.61', N 85°29'10" W 150.38', and N 89°36'10" W 185.17' to the southwesterly corner of said parcel #3; thence northerly continuing along a stone wall N 15°02'20" W 54.27', N 13°58'50" W 214.66' and N 12°53'20" W 464.77' to the southeasterly corner of Parcel #4 as shown on said filed map #4220; thence northeasterly along the division line of said parcel #3 on the east and parcel #4 on the west N 21°35'37" E 830'± to the northwesterly corner of the herein described parcel; thence south 34° 48' East 304.00' to a stone wall and easterly along said stone wall 675'± to the northeasterly corner of the herein described parcel being a point in the easterly line of said parcel #3 and being a point in the center line of the aforesaid Central Hudson Gas & Electric Corporation easement; thence southerly along the easterly line of parcel #3, S 13°51'10" E 1275'± to the point or place of beginning and containing 35 acres more or less.

Subject to any state of facts an actual survey might reveal.

It being the intent of this description to convey the southerly 35 acres of Parcel #3 to be bounded in part on the north by 675' of the existing stone wall.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

In regard to the above described parcel No. III, for further identification, reference is made to a subdivision map filed in the Office of the Dutchess County Clerk on the 11th day of February, 1982, and to which subdivision map there was assigned Map No. 6319, and which subdivision map is further identified as "Subdivision Plat of Lands of Stamp Enterprises, Inc.", and is dated January 4, 1982 and made by M. Chazen, P.E. & L.S.

LIBER 1574 PAGE 487

vpogo Doc #: DEED 1574 487 Printed Page 1 of 1

RE: RESTRICTIONS TO REAL PROPERTY BEING CONVEYED BY STAMP ENTERPRISES, INC. TO JAY S. DOMIN AND STANLEY J. DOMIN

---

1. No dwelling house shall be built on the above described plot having less than 1200 square feet on the first floor, or less than one thousand (1,000) square feet on each floor, if a two (2) store dwelling house is built, and costing not less than Twenty Thousand ($20,000.00) Dollars, exclusive of the cost of the garage, and the cost of the plot and based upon the cost levels prevailing on the date of these covenants.

2. No dwelling house shall be erected or placed on any plot having a width of less than one hundred fifty (150) feet at the minimum building set back line, nor shall any dwelling house be erected or placed on any plot having an area of less than forty-five thousand (45,000) square feet.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any plot at any time as a residence, either on a temporary basis or permanently and the construction and/or placement of any structure on said plot, if and when commenced, must be completed as to enclosure and its exterior within six (6) months from such date of commencement.

4. No billboards or commercial signs shall be erected or maintained on the premises.

5. Arrangements for water supply and sewerage disposal shall be installed in accordance with the plans approved by the New York State Department of Health.

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

7. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

8. No manure shall be stored on said premises within 100 feet of any property line.

9. No barn shall be built within one hundred (100) feet of any property line.

10. The undersigned herein reserve to himself/itself, his successor, successors and assigns the right to modify and alter any of the above restrictions.

The contrary herein notwithstanding, the Grantees are permitted to use the real property to which these restrictions are a part of for dairy farming and general farming operation.

832

16.00 RE

RECEIVED
$ 101.00
REAL ESTATE
FEB 1 9 1982
TRANSFER TAX
DUTCHESS
COUNTY

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 19 DAY OF FEB, 19 82
AT 3 H 33 M P.M. RECORDED IN
BOOK No. 1574 OF DEEDS
AT PAGE 486 AND EXAMINED
William R. Drislane CLERK

Feb 19 3 33PM '82
DUTCHESS COUNTY
CLERK'S OFFICE
RECEIVED

SCHEDULE A

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TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

STAMP ENTERPRISES, INC.

By: Charles J. Patsis

STAMP ENTERPRISES, INC. CORPORATE SEAL NEW YORK

Silber, Silber, Wernick & Pisanelli
11 Cannon Street
Poughkeepsie, New York

489

LIBER 1574 PAGE 489

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STATE OF NEW YORK, COUNTY OF LIBER 1574 PAGE 490

On the day of , 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF DUTCHESS ss:

On the 19th day of February, 1982, before me personally came CHARLES J. PATRICK to me known, who, being by me duly sworn, did depose and say that he resides at No. Poughkeepsie, New York; that he is the President of STAMP ENTERPRISES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h.s name thereto by like order.

Bonnie Jean Corman
Notary Public
BONNIE JEAN CORMAN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1983
Reg # 4504601

STATE OF NEW YORK, COUNTY OF ss:

On the day of , 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of , 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

TO

The land affected by the within instrument lies in:
SECTION
BLOCK
LOT
COUNTY OR TOWN

RECORDED AT THE REQUEST OF

Lawyers Title Insurance Corporation

RETURN BY MAIL TO

Amodeo & Amodeo
~~Silben Silver, Wozniak & Pierwoll~~
2 ~~2~~ Cannon Street
Poughkeepsie, New York 12601

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
Lawyers Title Insurance Corporation
Home Office — Richmond, Virginia
750 THIRD AVENUE AT 46TH STREET, NEW YORK, N. Y. 10017
125-10 QUEENS BOULEVARD, KEW GARDENS, N. Y. 11415

Reserve This Space For Use of Recording Office

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COPYIST MTK.

L517 P396

THIS INDENTURE made the 25th day of August in the year One thousand nine hundred and thirty-one between RAYMOND BUSHNELL and HELEN C. BUSHNELL his wife, of the Town of LaGrange County of Dutchess and State of New York, parties of the first part,

- and -

NEW YORK POWER AND LIGHT CORPORATION, a Corporation created by and under the Laws of the State of New York, and having its place of business in the City of Albany, New York party of the second part,

WITNESSETH that the said parties of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable considerations paid by the said party of the second part do hereby grant and release unto the said party of the second part, its successors and assigns forever:

ALL that certain piece or parcel of land situate, lying and being in the TOWN OF LA GRANGE County of Dutchess and State of New York, bounded and described as follows: BEGINNING at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of The Flagler Burhan Estate at station 120+83.0 of the surveyed center line of the proposed right of way of the transmission line system of New York Power and Light Corporation extending from Poughkeepsie to Dunwoodie and running thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six tenths feet (100.6') to a point; thence south one degree twenty-three minutes west (S 1° 23' W) parallel to and at all points one hundred feet (100') distant from said surveyed center line twenty six hundred eighty-five and seven tenths feet (2685.7') to a point in the division line between said lands of the parties of the first part and lands now or formerly of M. Lefoovitz; thence north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no tenths feet (102.0') to an iron pipe driven in the ground at station 147+38.0 of said surveyed center line; thence continuing north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no-tenths feet (102.0') to a point; thence north one degree twenty three minutes east (N 1° 23' E) parallel to and at all points One hundred feet (100') distant from said surveyed center line twenty six hundred twenty four and three tenths feet (2624.3') to a point in the first mentioned division line between said lands of the parties of the first part and said lands now or formerly of The Flagler Burhan Estate; thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six-tenths feet (100.6') to the point or place of BEGINNING, CONTAINING 12.19 ACRES be the same more or less, all as shown on the blueprint map numbered 11, entitled in part, "N.Y.P.& L. CORP. Ray Bushnell - Purchase - Poughkeepsie - Dunwoodie Line F-2435", annexed hereto and made a part hereof.

BEING a part of the same premises described in a deed from Howard C.Carter, referee to Raymond Bushnell dated July 10,1930 and recorded in the office of the Clerk of Dutchess County on the 11th day of July 1930 in Liber 502 of deeds at page 321.

TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the success-

L517 P340

ALL that certain piece or parcel of land situate, lying and being in the TOWN OF LA GRANGE County of Dutchess and State of New York, bounded and described as follows: BEGINNING at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of The Flagler Burhan Estate at station 120+83.0 of the surveyed center line of the proposed right of way of the transmission line system of New York Power and Light Corporation extending from Poughkeepsie to Dunwoodie and running thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six tenths feet (100.6') to a point; thence south one degree twenty-three minutes west (S 1° 23' W) parallel to and at all points one hundred feet (100') distant from said surveyed center line twenty six hundred eighty-five and seven tenths feet (2685.7') to a point in the division line between said lands of the parties of the first part and lands now or formerly of M. Lefcovitz; thence north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no tenths feet (102.0') to an iron pipe driven in the ground at station 147+38.0 of said surveyed center line; thence continuing north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no-tenths feet (102.0') to a point; thence north one degree twenty three minutes east (N 1° 23' E) parallel to and at all points One hundred feet (100') distant from said surveyed center line twenty six hundred twenty four and three tenths feet (2624.3') to a point in the first mentioned division line between said lands of the parties of the first part and said lands now or formerly of The Flagler Burhan Estate; thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six-tenths feet (100.6') to the point or place of BEGINNING, CONTAINING 12.19 ACRES be the same more or less, all as shown on the blueprint map numbered 11, entitled in part, "N.Y.P.& L. CORP. Ray Bushnell - Purchase - Poughkeepsie - Dunwoodie Line F-2435", annexed hereto and made a part hereof.

BEING a part of the same premises described in a deed from Howard C.Carter, referee to Raymond Bushnell dated July 10,1930 and recorded in the office of the Clerk of Dutchess County on the 11th day of July 1930 in Liber 502 of deeds at page 321.

TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the successful operation of its transmission line and the perpetual right at all times to cross and recross, on foot and with teams and motor vehicles, the remaining lands of the parties of the first part for the purpose of constructing operating, inspecting or repairing any and all structures or fixtures of every kind and nature which the party of the second part, its successors or assigns, may erect, operate, construct or maintain upon the above described premises, said right of entry to be confined to routes designated by the parties of the first part if practicable and reasonable.

L 517 P 397

All damages occasioned to the remaining lands of the parties of the first part in the exercise of said right of entry shall be paid by said New York Power and Light Corporation.

EXCEPTING AND RESERVING unto the parties of the first part, their heirs and assigns, five rights of way or crossings upon and over the above described premises said crossings not to exceed twenty five (25) feet in width and to be at points to be designated by the party of the second part, its successors or assigns. The use of said crossings shall be at the sole risk of the party or parties using the same.

TOGETHER with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises.

TO HAVE AND TO HOLD the abovegranted premises unto the said party of the second part, its successors and assigns forever, and the said Raymond Bushnell does covenant with the said party of the second part as follows:

THAT the party of the second part shall quietly enjoy the said premises.

THAT he will forever warrant the title to said premises.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in presence of: _____

Raymond Bushnell L.S.

Helen C. Bushnell L.S.

STATE OF NEW YORK

COUNTY OF DUTCHESS SS:

On this 25 day of Aug. 1931 before me, the subscriber, personally came RAYMOND BUSHNELL and HELEN C. BUSHNELL to me known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly (and severally) acknowledged to me that they executed the same.

J. H. Kuhn,

Notary Public (Seal)

RECORDED Sept. 10, 1931 - 9:00 A.M.

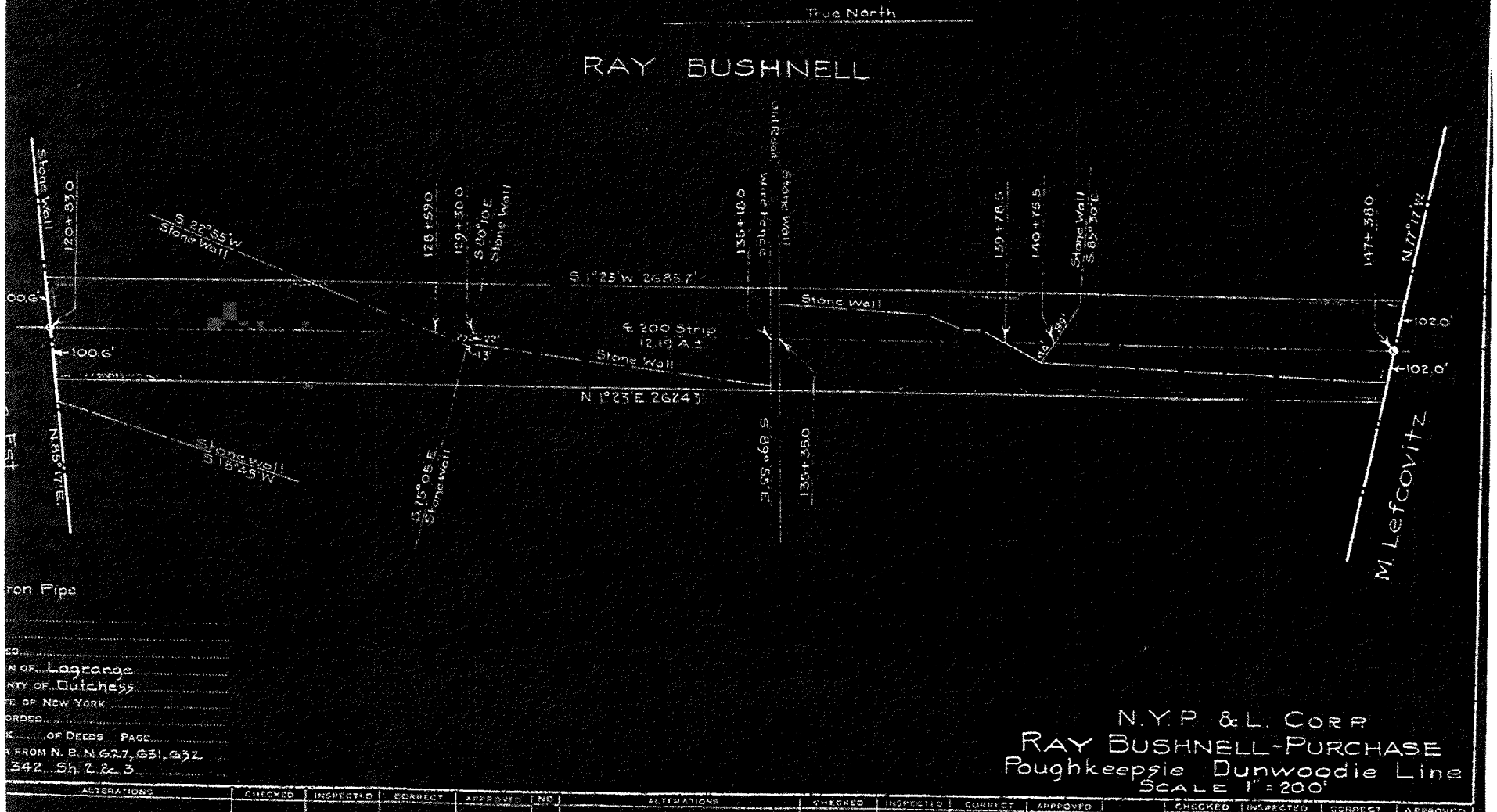
Jno. A. Doughton Clerk

(Blueprint # F-2435 - N.Y.P. & L. Corp. Ray Bushnell - Purchase Poughkeepsie Dunwoodie Line - attached on Page398)

L517 P398

F-24

PARCEL #11



Iron Pipe

CO.
N OF Lagrange
NTY OF Dutchess
TE OF New York
ORDED
K ..... OF DEEDS PAGE .....
A FROM N. B. N G27, G31, G32
342 Sh. 2 & 3

N.Y.P. & L. CORP
RAY BUSHNELL-PURCHASE
Poughkeepsie Dunwoodie Line
SCALE 1" = 200'

ALTERATIONS	CHECKED	INSPECTED	CORRECT	APPROVED	NO.
					4
					5
					6

ALTERATIONS	CHECKED	INSPECTED	CORRECT	APPROVED

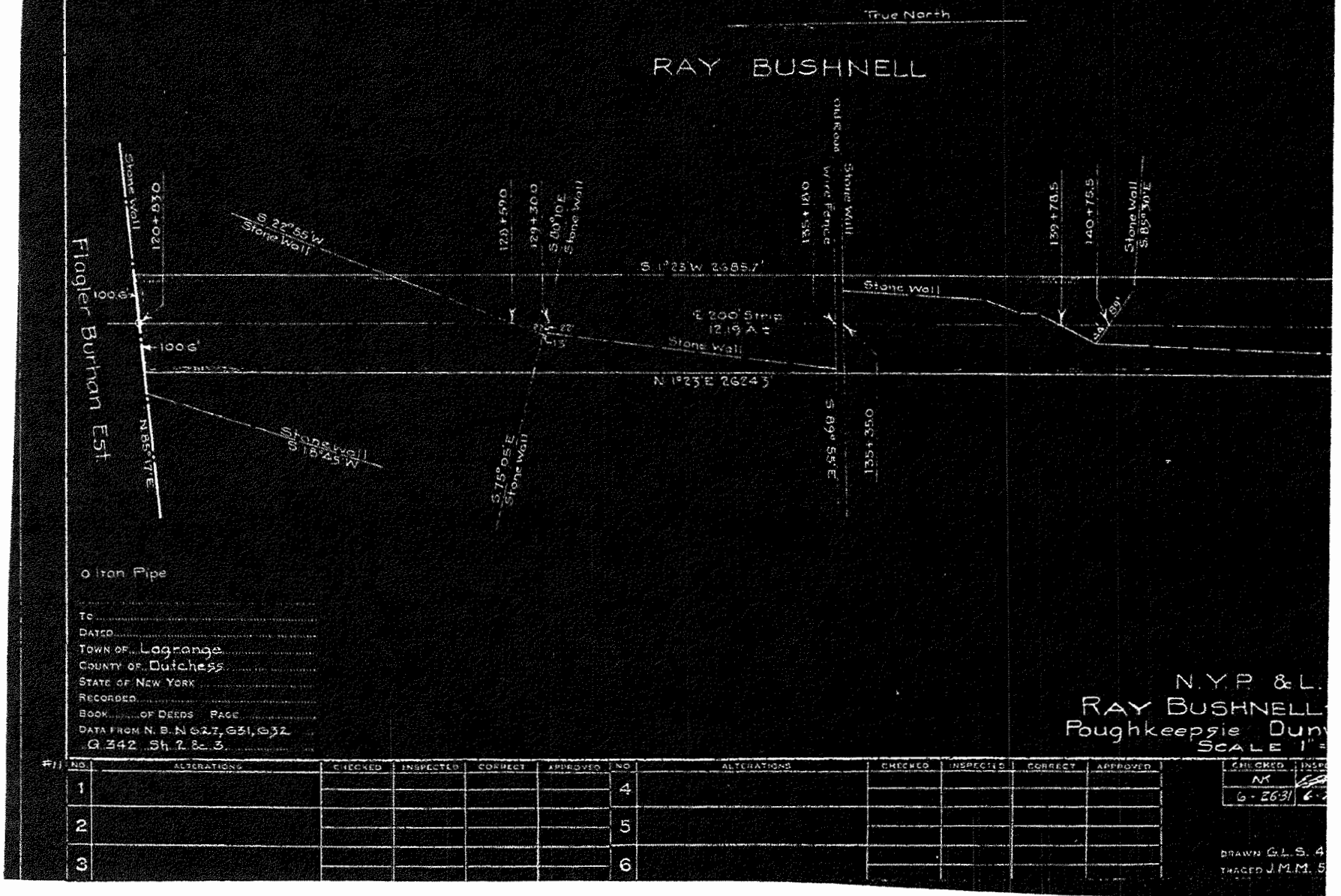
CHECKED	INSPECTED	CORRECT	APPROVED
MK			
6-26-31	6-26-31		

DRAWN G.L.S. 4.21.51
TRACED J.M.M. 5.15.31

F-2435

F- 2425

L517 P848



290—Statutory Form E. Executor's Deed: Individual or Corporation. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS 80 EXCHANGE PLACE AT BROADWAY, NEW YORK

122

This Indenture,

Made the 28th day of December nineteen hundred and sixty seven.

Between Joseph C. Domin, residing at Rombout Road, Town of LaGrange Dutchess County, New York, and
Jacob S. Domin, residing at Mountain Road, Town of LaGrange Dutchess, County, New York, individually and

as executors of the Estate of Marya Domin

under the last will and testament of Marya Domin

late of Mountain Road, Town of LaGrange, County of Dutchess, and State of New York deceased, part ies of the first part,

and Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, Dutchess County, New York

part y of the second part,

Witnesseth, that the part ies of the first part, by virtue of the power and authority to convey given in and by said last will and testament, and in consideration of Nine Thousand ($9,000) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the part y of the second part, its successors and assigns forever,

All that certain lot of land situate in the Town of LaGrange, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point in the division line between lands formerly of Pinetex Company and Michael E. Bash now of Central Hudson Gas & Electric Corporation on the north and lands of the Estate of Marya Domin on the south, the said point being the northeasterly corner of the herein described parcel and being a point in the westerly line of lands of the Consolidated Edison Company of New York, Inc.; thence along the westerly line of lands of the Consolidated Edison Company of New York, Inc., South 1° 04' 09" West 2622.73 feet to a point in the division line between lands of Albert E. Jolis on the south and the Estate of Marya Domin on the north; thence along said division line North 78° 22' 20" West 152.58 feet; thence through lands of the Estate of Marya Domin North 1° 04' 09" East 2624.17 feet to a point in the division line between the aforesaid lands formerly of Pinetex Company and Michael E. Bash on the north and the Estate of Marya Domin on the south; thence along the said division line South 72° 15' 10" East 107.71 feet and North 89° 13' 00" East 46.88 feet to the point or place of beginning and containing 9.018 acres more or less.

Together with the right at all times to cross and recross the remaining premises of the parties of the first part for the purpose of constructing, operating, inspecting, maintaining or repairing any and all structures and fixtures of every kind and nature which Central Hudson, its successors or assigns may construct, operate or maintain upon the above described land, said right of access to be confined to practicable and reasonable routes to be designated by the parties of the first part; and provided that physical damage to the property owned by the parties of the first part, caused solely by Central Hudson, its successors, assigns and lessees in the exercise of such right of crossing shall be adjusted at the expense of Central Hudson, its successors, assigns or lessees.

ypogo Doc #: DEED 1236 122 Printed Page 1 of 1

Together with the permanent right to trim, cut and remove, at any time, brush, trees and other objects upon the remaining adjacent property of the parties of the first part on the ~~East~~ side of the above described land as, in the judgment of Central Hudson, its successors, assigns or lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of its lines and appurtenances and fixtures of any thereof which may hereafter be constructed on the above described land.

Reserving to the parties of the first part the right to cultivate the hereindescribed parcel, provided that such cultivation does not interfere with, obstruct or endanger Central Hudson's facilities; and further provided that the parties of the first part indemnifies and saves harmless Central Hudson from any and all damages to persons or property occurring by reason of such use.

Excepting and reserving unto the parties of the first part, their heirs or assigns, the right to cross and recross the above described land at not more than three points which said crossings shall not be more than 50 feet in width and at such locations to be determined by Central Hudson, its successors or assigns provided, however, that if Central Hudson shall require the relocation of any crossings reserved as aforesaid, such relocation will be done at the cost and expense of Central Hudson, its successors or assigns.

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 2 DAY OF Jan 1968
AT 10 H 03 M A M. RECORDED IN
BOOK No. 1236 OF deeds
AT PAGE 122 AND EXAMINED
John Hartmann CLERK

DEED OR SUPPLEMENTAL INSTRUMENT
CENT 31.00 NO. 6
PAGE 1/0 IND. BY
REF. BO
EX IND STAMPS
TOT. 550

JAN 2 10 03 AM '68 DUTCHESS COUNTY CLERK N.Y.

Together *with the appurtenances, and also all the estate which the said testator had at the time of her decease in said premises, and also the estate therein, which the parties of the first part have or had power to convey or dispose of, whether individually, or by virtue of said will or otherwise.*

To have and to hold *the premises herein granted unto the party of the second part, its successors and assigns forever,*

vpogo Doc #: DEED 1236 123 Printed Page 1 of 1

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

And *the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.*

In Witness Whereof, *the parties of the first part have hereunto set their hands and seals the day and year first above written.*

In presence of:

David R. Shirley

INDIVIDUALLY and as EXECUTORS OF THE ESTATE OF MARYA DOMIN

By: Jacob S. Domin
JACOB S. DOMIN EXECUTOR

By: Joseph C. Domin
JOSEPH C. DOMIN EXECUTOR

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On this 28th day of December 1967, before me, the subscriber, personally appeared JACOB S. DOMIN and JOSEPH C. DOMIN to me personally known and known to me to be the Executors of the Estate of Marya Domin and they duly acknowledged to me that they executed the foregoing instrument on behalf of the Estate of Marya Domin. and as individuals.

David R. Shirley
Notary Public

DAVID R. SHIRLEY
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1969

State of
County of } ss.:

On the day of nineteen hundred and

before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

vpogo Doc #: DEED 1236 124 Printed Page 1 of 1

Form 720-TM-L-'53

Liber 1001 Page 158

Grant of Electric Lines Right of Way

In consideration of the sum of $ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, (hereinafter called the Corporation) a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto the Corporation, its successors, assigns, and lessees, an easement and right of way 100 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the Town of LaGrange, County of Dutchess, State of New York.

Said easement and right of way shall extend from the property line of Albert E. Jolis on the south in a northerly direction to the property line of Frank J. Townsend on the north, being parallel and adjacent to the easterly bounds of lands of the Niagara Mohawk Power Corporation, bounded and described as follows:

Beginning at a point on the division line between lands of Marya Domin on the north and Albert E. Jolis on the south, said point also being on the easterly line of lands of the Niagara Mohawk Power Corporation, and being South 65° 34' East 102.0 feet from an iron pipe set at station 1424+38.0 of the surveyed centerline of said Niagara Mohawk lands; running thence from said point of beginning along the easterly line of lands of said Niagara Mohawk North 13° 06' East 2686 feet, more or less, to a point in the aforesaid division line between lands of said Marya Domin and lands of Frank J. Townsend, said point being South 85° 00' East 100.6 feet from an iron pipe set at station 1204+83.0 of the surveyed centerline of said Niagara Mohawk lands; thence along said aforesaid division line South 85° 00' East 100.6 feet to a point, said point being 100 feet distant easterly (measured at right angles) from the easterly line of Niagara Mohawk; thence South 13° 06' West 2717 feet, more or less, parallel to and distant 100 feet easterly (measured at right angles) from the said easterly line of Niagara Mohawk to a point on the first mentioned division line between lands of Marya Domin and Albert E. Jolis; thence along said division line North 65° 34' West 102.0 feet to the point or place of beginning.

Containing 6.202 acres, more or less.

Together with the right at all times to have access thereto across the remaining premises of the undersigned (said right of access to be confined to practicable and reasonable routes to be designated by the undersigned), and to enter thereon, and to construct, relocate, operate and maintain, and to protect, repair, replace and remove, in, upon, over and under the property covered by said easement and right of way any and all poles, towers, lines of poles, lines of towers, supporting structures, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of the Corporation, its successors, assigns and lessees for any public utility use; and provided that physical damage to the property owned by the undersigned caused solely by the Corporation, its successors, assigns and lessees, shall be adjusted at the expense of the Corporation, its successors, assigns, and lessees.

Together with the permanent right also to trim, cut and remove, at any time, such brush, trees and other objects thereon and on adjacent property of the undersigned as in the judgment of the Corporation, its successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and other appurtenances and fixtures or any thereof, which may hereafter be constructed on said right of way. Said right shall include the right to use chemical means of brush and tree removal only within the limits of the right of way, and then only when such use does not interfere with the right of the undersigned to cultivate his ground as hereinafter set forth.

Reserving unto the undersigned the right to cultivate the ground between said poles, towers, and supporting structures, and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected, no road, path, or driveway shall be constructed, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without the written consent of the Corporation.

The terms hereof shall be binding upon and inure to the benefit of the heirs, successors, administrators, personal representatives, successors and assigns and lessees of the undersigned and Central Hudson Gas & Electric Corporation.

Signed, sealed and delivered, on July 8, 19 59

Marya Domin (L. S.)

Residing at Number 1 Mountain Road Street
Pleasant Valley Town, City or Village
Dutchess County New York State

Subscribing Witness:

(L. S.)

Residing at Number Street
Town, City or Village
County State

Subscribing Witness:

* If no street number put "(none)"

vpogo Doc #: DEED 1001 158 Printed Page 1 of 1

INDIVIDUAL ACKNOWLEDGMENT.

STATE OF NEW YORK }
County of Dutchess } ss.:

On this 5th day of July, 1959, before me, the subscriber, personally appeared **JOSEPH DOMIN**

to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public.

DAVID T. HINKLEY
NOTARY PUBLIC, STATE OF NEW YORK
No. [illegible]
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1960

CORPORATE ACKNOWLEDGMENT.

STATE OF }
County of } ss.:

On this day of, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public.

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS.

STATE OF NEW YORK }
County of } ss.:

On this day of, 19, before me personally came (subscribing witness)

with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

that he is personally acquainted with and knows said (grantor(s)) to be the grantor(s) described in and who executed the foregoing instrument; that he, the said subscribing witness was present and saw the said grantor(s) execute the same; and that he, (herself) (himself) the said subscribing witness at the same time subscribed his name as witness thereto.

Notary Public.

RIGHT OF WAY

Town
Village
City

Granted by

to

Central Hudson Gas & Electric Corp.

Dated

Map

W. O. No.

Line

County Clerk's Office.

Received on the 14th day of July 1959
at 9 H. 19 M. A. M. Recorded in
Book No. 1001 of Deeds
on page 159 and examined.

[signature]
County Clerk.

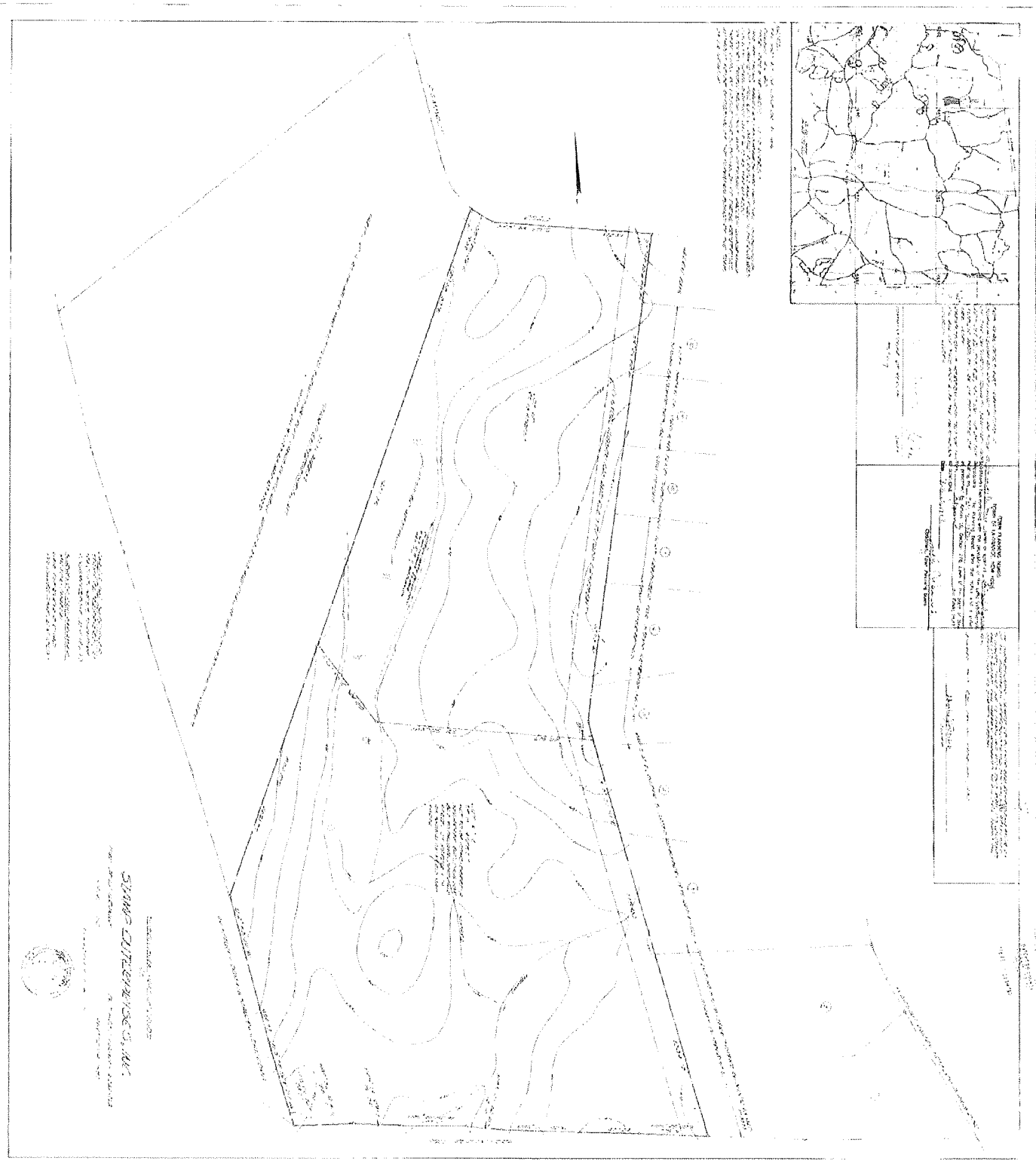
Liber this subscriber Recording Office.

Fee $ 2.00 Cle M. L.

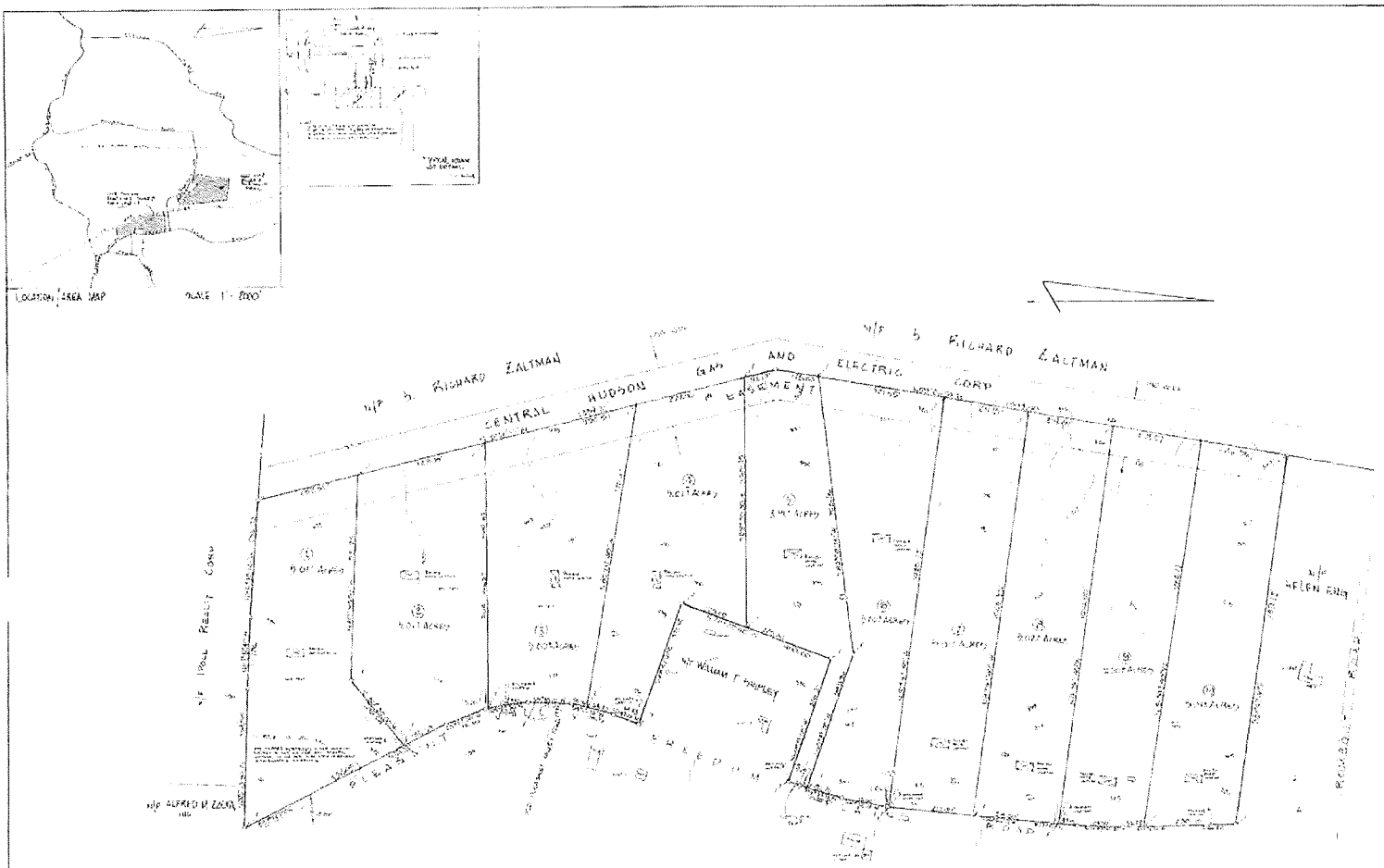
No. 1001 PAGE 159

COUNTY CLERK'S
RECEIPT

RECORD AND RETURN to
CENTRAL HUDSON GAS & ELEC. CORP.
South Road, Poughkeepsie, N. Y.



FM #6319 Filed 02/11/1982



NOTES

HEALTH DEPT NOTES

SUBDIVISION PLAT PREPARED FOR
STAMP ENTERPRISES, INC.
MAP 2 OF 2, BLOCK B
TOWN OF LAGRANGE
SCALE 1" = 100'
DUTCHESS CO., N.Y.
NOVEMBER 1979
M CHAZEN, LS-PE

FM #5833 FILED 03/13/1980

Title Curatives

SHAWN BORRELLI PRATT
ATTORNEY AT LAW

3304 FRANKLIN AVENUE
P.O. BOX 1238
MILLBROOK, NEW YORK 12545
(845) 677-2600
FAX (845) 677-2603
E-mail: SBPratt@millbrooknylaw.com

August 18, 2025

Ms. Linda D. Fakhoury
Senior Assistant County Attorney
Dutchess County Department of Law
22 Market Street
Poighkeepsie, NY 12601

Re: Domin Farm
Rombout Road and Freedom Road
Stanley J. Domin and Jay S. Domin ("Owners") to Dutchess Land Conservancy, Inc. ("DLC")

To whom it may concern:

This letter has been prepared to explain requirements and exceptions set forth in the title commitment for this transaction, being SMPR Title Agency Commitment Number M-087042.

I have been retained to assist in the preparation of this project file. Please note that this letter and the comments provided herein have been reviewed by Rebecca E. C. Thornton, President, Dutchess Land Conservancy, and Emily Kelderhouse, Land Projects Manager, Dutchess Land Conservancy, who is also serving as project manager for this transaction.

The legal description for the property is currently based on a survey map entitled "Survey Map of Conservation Easement on the Domin Property", prepared by Licensed Land Surveyor, Kirk Horton, dated December 20. 2024, last revised July 22, 2025. It was prepared for the purposes of the conservation easement and has been provided to SMPR Title Agency and Stewart Title Insurance Company. SMPR Title Agency will be issuing title insurance as agents for Stewart Title Insurance Company.

Below, please review comments and explanations in relation to the requirements (Schedule B, Section I) and exceptions (Schedule B, Section II) of the title commitment.

Schedule B, Section 1 ("Matters to Be Disposed Of") contains three items, all of which will be complied with and/or omitted at closing:

Item 1. Includes a standard closing requirement pertaining to completion of an affidavit by Owners/Sellers.

Item 2. Searches for Judgements and Liens returned zero (0) items.

Item 3. Notification that the 2025/2026 School Tax will become a lien on July 1. Bills will be available in September, and school tax will be excepted as a lien not yet due and payable.

Item 4. Interest to be insured is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

Schedule B, Section 2 ("Exceptions") contains nine items, some of which are standard exceptions, and some of which will be disposed of prior to closing.

Item 1. Standard closing requirement regarding rights of tenants, if any.

OMIT 6/25/2025 Items 2 and 3. A survey and legal description will be provided prior to closing.

Item 4. Refers to the rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises and adjacent streets.

Item 5. Standard closing requirement regarding exception of land laying in the bed of any street, avenue, road or highway abutting, adjoining, passing through or crossing the premises.

Item 6. Refers to Covenants and Restrictions recorded in Book 1574 page 486

In a deed dated February 19, 1982 from Stamp Enterprises, Inc. to Jay S. Domin and Stanley J Domin, in addition to conveyance of premises, covenant and restrictions were placed on the property obtained from Stamp Enterprises Inc. as set forth in schedule a. None of the restrictions contained therein will impact the intended uses of the premises.

Item 7. Refers to filed map #6319 and filed map #5833 attached hereto

REVISED 1/5/24 Item 8. Refers to rights and easements conveyed and reserved in Book 517 page 396.

On August 25, 1931, and recorded in the Office of the Dutchess County Clerk on September 10, 1931, Raymond Bushnell and Helen C. Bushnell granted the New York Power and Light Corporation all that certain piece or parcel of land described in Book 517 page 396 the right to cut and remove any brush, trees or other obstructions upon the remaining premises which in the opinion of the part of the second part interfere with or be likely to interfere with the successful operation of its transmission line and the perpetual right at all times to cross and recross, on foot and with teams and motor vehicles, the remaining lands of the parties of the first part for the purpose of constructing operating, inspecting or repairing any and all structures or fixtures of every kind and nature which the party of the second part, its successors or assigns may erect, operate, construct or maintain upon the described premises, said right of entry to be confined to routes designated by the parties of the first part if practicable and reasonable. All damages occasioned to the remaining lands or the parties of the first part in the exercise of said right of entry shall be paid for by said New York Power and Light Corporation. Excepting and reserving unto the parties of the first part, their heirs and assigns, five rights of way or crossings upon and over the above described premises said crossings not to exceed twenty-five (25) feet in width and to be at points to be designated by the party of the second part, its successors or assigns. The use of said crossings shall be at the sole risk of the party or parties using the same.

Item 9. Refers to rights and easements conveyed and reserved in Book 1236 page 122.

On December 28, 1967, and filed in the Office of the Dutchess County Clerk on January 2, 1968, Joseph C. Domin and Jacob S. Domin granted Central Hudson Gas & Electric Corporation a portion of land bounded and described in Book 1236 page 122 together with the right at all times to cross and recross the remaining premises of the parties of the first part for the purpose of constructing, operating, inspecting, maintaining or repairing any and all structures and fixtures of every kind and nature which Central Hudson, its successors or assigns may construct, operate or maintain upon the above described land, said right of access is to be confined to practicable and reasonable route to be designated by the parties of the first part;

Reserving to the parties of the first part the right to cultivate the herein described parcel, provided that such cultivation does not interfere with, obstruct or endanger Central Hudson's facilities; and further provided that the party of the first part indemnifies and holds harmless Central Hudson from any and all damages to persons or property occurring by reason of such use

Excepting and reserving unto the parties of the first part, their heirs or assigns, the right to cross and recross the above described land at not more than three points which said crossings shall not be more than 50 feet in width and at such locations to be determined by Central Hudson, its successors or assigns provided, however, that if Central Hudson shall require the relocation of any crossings reserved as aforesaid, such relocation will be done at the cost and expense of Central Hudson, its successors or assigns.

ADDED 6/25/2025 Item 10. Refers to easement in Book 670 page 630.

On August 20, 1947, and filed in the Office of the Dutchess County Clerk on September 4, 1947, Elsie H. Blaire granted Central Hudson Gas & Electric Corporation an easement and right of way 150 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto.

Reserving unto the undersigned the right to cultivate the ground between said poles and towers and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid; and provided that no houses or other structures shall be erected within the limits of the right of way without the written consent of said corporation; and provided that damage to the property owned by the undersigned caused solely by said corporation, its successors, assign or lessees, in maintaining or repairing said lines, ducts, conduits or fixtures shall be adjusted at the expense of said corporation, its successors, assigns, or lessees.

ADDED 6/25/2025 Item 11. Refers to easement in Book 1001 page 158.

On July 9, 1959, and filed in the Office of the Dutchess County Clerk on July 14, 1959, Marya Domin granted Central Hudson Gas & Electric Corporation an easement and right of way 100 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto.

Reserving unto the undersigned the right to cultivate the ground between said poles, towers, and supporting structure, and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected, no road, path, or driveway shall be constructed, and no excavating, mining or

blasting shall be undertaken withing the limits of the right of way without the written consent of the Corporation.

REVISED 8/4/2025 Item 12. Refers to a survey dated December 20, 2024, revise July 22, 2025 made by Kirk Horton, LS which shows the following exceptions to coverage:

a. Central Hudson Gas & Electric Easement per Book 670 page 630 runs through the premises
b. Stream runs through premises. Riparian rights and easements of others are excepted.

I would like to confirm that it is the intention of all parties that all of the closing requirements in Schedule B of the title commitments will be dealt with and omitted either at, or prior to closing.

Please do not hesitate to contact me or the project manager, Emily Kelderhouse, with any questions. Emily Kelderhouse can be reached by phone at 845-677-3002, or email at emilyk@dutchessland.org.

Very truly yours,

Shawn B. Pratt

Appraisal

McGrath & Company, Inc.
Real Estate Appraisers & Counselors

Mail: P.O. Box 514
Office Location: 1010 Main Street
Fishkill, New York, 12524

info@mcgrathandco.com
(845) 896-5333

CONSERVATION EASEMENT APPRAISAL REPORT

PROPERTY OF DOMIN

253 Freedom and 234 Rombout Roads
Town of LaGrange
Dutchess County, NY

Our File #C2503080



Submitted
Erin Hoagland
Director of Conservation
Dutchess Land Conservancy, Inc.
P.O. Box 138, 4289 NYS Route 82
Millbrook, NY 12545

Effective Valuation Date
March 20, 2025

McGrath & Company, Inc.
Real Estate Appraisers & Counselors

Mail: P.O. Box 514
Office Location: 1010 Main Street
Fishkill, New York, 12524

info@mcgrathandco.com
(845) 896-5333

March 27, 2025

Erin Hoagland
Director of Conservation
Dutchess Land Conservancy, Inc.
P.O. Box 138, 4289 NYS Route 82
Millbrook, NY 12545

Re: Conservation Easement Appraisal of Property of Domin, 253 Freedom and 234 Rombout Roads, Town of LaGrange, Dutchess County, New York

Dear Ms. Hoagland:

As requested, I have completed an inspection and analysis of the above referenced property for the purpose of developing an opinion of the value of the partial real property rights to be acquired through the purchase of a proposed conservation easement.

The property is four tax parcels that total 201.287 acres. There are about 125 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with about 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. 120 acres of forested land, including portions of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor.

A conservation easement is proposed to encumber the entire appraised acreage. The easement will allow a single residential building area of 9.5 acres (Farmstead Area). Agricultural buildings will be permitted within the Farmstead Area and the Farm Area (127.909 acres) subject to an impervious surface cap of 2%. All other development rights, including all residential building rights except for farm labor housing, will be extinguished. Commercial forestry, subject to an approved forest management plan, will be permitted. There will be no public access. 63.878 acres will be designated as Resource Protection.

The report accompanying this letter of transmittal describes the scope of the appraisal, the techniques of valuation and the reasoning leading to the opinion of value. The report is subject to the enclosed limiting conditions and assumptions.

My analyses, opinions and conclusions were developed, and this report was prepared in conformity with the Code of Professional Ethics and the Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report is also intended to comply with the Specifications and Scope of Work for Appraisals of Real Property for the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).

Based upon my familiarity with the subject property, my knowledge of property values in the LaGrange real estate market and the value of conservation easements in general, it is my opinion that the market values of the appraised real property rights, as of March 20, 2025, were as summarized in the table below. The value of the partial real property rights to be acquired through the proposed conservation easement will be:

$805,148

Thank you for the opportunity to be of service. If you have any questions after your review, please contact me.

Sincerely yours,

Al DeKrey, MAI
SCGREA No. 46-8839

SUMMARY TABLE OF VALUES

Before Value

201.287 acres @ $9,500/acre = $1,912,227

After Value

201.287 acres @ $5,500/acre = $1,107,079

Value of the Easement	**$805,148**
Easement value per acre	$4,000
Easement value percentage	42.1%
Less Enhancement	$0
Value of the Easement less Ehancement	**$805,148**

A before and after method of appraising the property was used to arrive at my estimated easement value conclusions. In the before analysis the property was considered with all development and property rights intact. In the after analysis the property was considered as impacted by the terms of the proposed conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

Hypothetical Condition of the Appraisal

In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. A copy of the draft Conservation Easement is included in the Addenda. The use of this hypothetical condition was approved by the NRCS.

Extraordinary Assumptions of the Appraisal

I was not provided any environmental analysis of the property. The value estimates are predicated on the assumption that there is no hazardous material on the property that would cause a loss in value. I am not an expert in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

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APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My appraisal fee is not based on a percentage of the appraised fair market value.
- This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report (except where noted).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have met the requirements of the continuing education program of the Appraisal Institute.
- I am a Certified General Real Property Appraisers for the state in which the property is located, as that term is defined by the Appraiser Qualifications Board under authority of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA").
- My analyses, opinions, and conclusions were developed, and my appraisal report relating to the property was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have the expertise and experience to make appraisals of conservation easements.

- I have performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. An oral valuation of the property was provided to the Client with a valuation date of August 19, 2022.

Jurisdictional Exception
All appraisal reports submitted to the NRCS for review become the property of the United States and may be used for any legal and proper purpose.

I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The dates of the subject inspections were August 19, 2022 and March 20, 2025. The method of inspection was walking and driving the interior of the property and the road frontage.

In my opinion, as of March 20, 2025, the market value of the proposed easement parcel before conveyance of the partial interest is $1,912,227, and the market value of the proposed easement parcel after conveyance of the partial interest is $1,107,079.

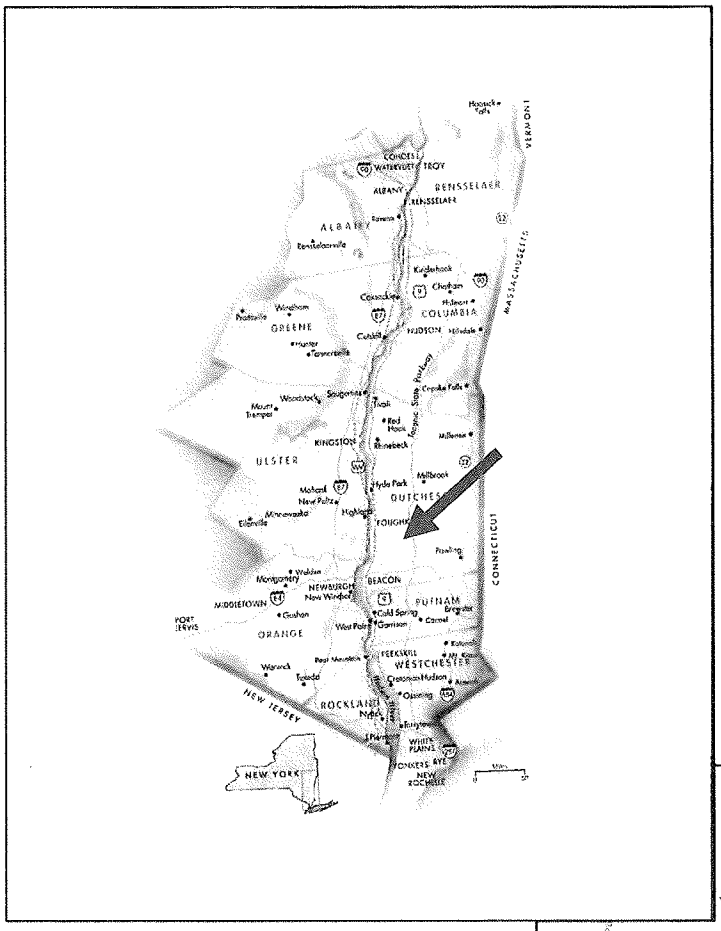
Al DeKrey, MAI
State Certified General Real Estate Appraiser No. 46-8839

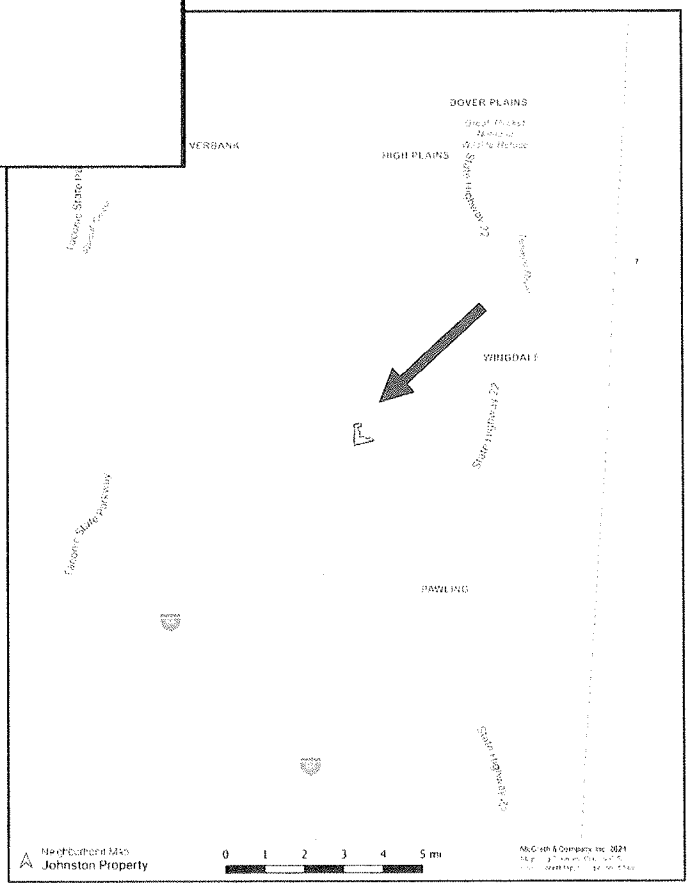
Date Signed: March 27, 2025

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property:	The property is four tax parcels that total 201.287 acres. There are about 125 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with about 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. A 120-acre tract of forested land that includes a portion of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood,. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor.
Client:	Dutchess Land Conservancy, Inc. (DLC)
Intended Users:	Client Natural Resources Conservation Services (NRCS)
Intended Use of the Appraisal:	The appraisal will used for grant purposes as part of an application to the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).
Property Owner:	Jay Stanley Domin and Stanley John Domin
Deed Reference:	Deed Book 1550, Page 30 (December 31, 1980) Deed Book 1574, Page 486 (February 19, 1982)
Title Report:	A title report was provided by the Client and is retained in our office fiel.
Location: Town/County/State:	253 Freedom and 234 Rombout Roads LaGrange, Dutchess, New York (see general location maps on the following page)
Legal Description:	A metes and bounds legal description is included in the site description.
Tax Map Reference:	6362-04-671168 6362-04-844138 6462-03-030054 6462-03-047028
Use of Property:	Agricultural, forestry and outdoor recreation.
Property Area:	201.287 acres per survey.

LOCATION MAPS





Zoning:	The property is zoned Residential Low Density (120,000 SF minimum lot size).
Highest and Best Use, Before:	A minor subdivision of four lots or less for the development of rural residences as allowed by the Town Zoning Code and Subdivision Regulations; agriculture, commercial forestry and outdoor recreation.
Highest and Best Use, After:	Development of a principal residence, accessory and agricultural structures within the Farmstead building envelope as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Preservation Areas.
Dates of Inspection:	August 19, 2022 and March 20, 2025
Effective Date of Value:	March 20, 2025

Opinions of Value:

Before Easement Value:	$1,912,227	($9,500/acre)
After Easement Value	$1,107,079	($5,500/acre)
Value of the Easement:	**$ 805,148**	**($4,000/acre)**

Hypothetical Condition:	In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). It is included in the Addenda and discussed in the report. A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. The use of this hypothetical condition was approved by the NRCS.
Extraordinary Assumptions:	The value estimates are predicated on the assumption that there is no hazardous material on or in the property or improvements that would cause a loss in value. We are, however, not experts in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

SCOPE OF THE APPRAISAL

The scope of the appraisal encompasses the research, and the extent of the analyses required to prepare an appraisal in accordance with the intended use of the report, and in compliance with the Code of Professional Ethics and the Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report is also intended to comply with Specifications and Scope of Work for Appraisals of Real Property for the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).

The appraisal is a partial acquisition case appraisal.

A before and after method of appraising the property was used to arrive at my estimated conservation easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the property was considered as impacted and as benefited by the terms of the proposed conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

The scope of the appraisal included the following. The property was originally inspected on August 19, 2022 by Al DeKrey, accompanied by Erin Hoagland and Emily Kelderhouse of the Conservancy (2022) and property owner Jay Domin. The method of inspection was by driving the property's interior trails. I reinspected the interior and road frontage on March 20, 2025. The reinspection was completed by walking the fields and woods. I discussed the property with property owner Stanly Domin at the site on March 20, 2025. The owners gave permission to appraise the property.

Basic information pertaining to the land such as the acreage, the quality of the soil, the extent of wetlands, topography, real estate assessments, zoning, availability of utilities, etc. was researched and analyzed.

Market information pertaining to the sale of residential, agricultural and wooded land was researched and analyzed. I researched the immediate subject neighborhood, surrounding towns and comparable locations in Dutchess County for recent comparable sales of easement 7restricted and unrestricted property. I selected representative comparable sales and prepared adjustment grids for the before and after valuation scenarios.

There are three traditional approaches to estimating value: the income capitalization approach, the sales comparison approach and the cost approach. The subject was appraised as agricultural and vacant land. The cost and income approaches are typically not applied for valuation of the property type in NYS. The two approaches were not used. The sales approach is the preferred method of valuation.

The sales comparison approach is a process of comparing prices paid for comparable or similar properties, which have recently sold. The comparable data is then compared to the subject property with an adjustment grid, with appropriate adjustments applied to account for any differences between the comparable sales and the subject. Such differences may involve date of sale, location, zoning, physical characteristics, construction quality, land size, accessibility to utilities, etc.

The current and most recent economic and real estate market conditions were researched, analyzed, and considered in the valuation.

APPRAISAL ISSUES

The subject property is vacant residential, agricultural land and a private forest. An extensive search was made for sales of comparable tracts with similar physical characteristics. There have been few recent unrestricted or restricted sales of similar property in the subject market area. The lack of sales is a dilemma for the appraiser. If there are only a few or no sales, appraisal guidance recommends expanding the geographic area of the search and going back in time. I did both.

I expanded the time horizon and searched adjoining and nearby towns in Duchess County and found an adequate number of sales to consider in both the before and the after valuations.

There are no issues of enhancement. The contiguous parcel rule is not applicable.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the fee interest of the real property before the encumbrance of a proposed conservation easement and after the restrictions of the easement are in effect.

PROPERTY RIGHTS AND/OR INTEREST APPRAISED

In the before valuation, the property is appraised in fee simple. **Fee Simple** is defined as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022

Conservation Easement – The subject will be restricted by a proposed conservation easement. A final draft copy of the easement is included in the Addenda and discussed in the report. A conservation easement is a deeded legal agreement between a willing landowner and a qualified organization, such as the Dutchess Land Conservancy, that permanently protects a property's agricultural, forestry and conservation values by restricting the type of development that can occur on the land. Easements are legal divisions of real property, which convey use, but not ownership. The landowner retains ownership of the land and has the right to sell, lease, gift, and transfer it, as well as use if for all purposes not otherwise restricted in the deed of conservation easement.

The development potential of a property is often referred to as its development rights. A development right is commonly defined as the right to build on a property, subject to the public's right to restrict or otherwise regulate the use of the property. Through a conservation easement, development rights are typically transferred to the easement owner in exchange for compensation and/or a tax deduction.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised, and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC).

HYPOTHETICAL CONDITIONS

A hypothetical condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Source: 2024 USPAP, Appraisal Foundation

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Source: 2024 USPAP, Appraisal Foundation

EXPOSURE TIME

A statement of exposure time is a USPAP requirement. It is an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. In my opinion, a reasonable exposure time would have been 12 to 36 months.

Source: 2024 USPAP, Appraisal Foundation

COMPETENCY DISCLOSURE

McGrath & Company has extensive experience in the appraisal and market analysis of a wide variety of agricultural, rural residential, conservation easement, subdivision and land development properties and commercial properties in the general area of this appraisal assignment. We have conducted appraisals of agricultural properties with and without conservation easements similar to that of the subject. We have been appraising properties similar to the subject property in the Eastern New York, Hudson Valley, Catskill and Adirondack regions for 40 years.

We are currently under contract to prepare conservation easement appraisals for the NYC DEP Land Acquisition Program and the Watershed Agricultural Committee in Ulster, Greene, Sullivan and Delaware Counties. We have prepared numerous conservation easement appraisals for private landowners and land trust such as the Dutchess Land Conservancy, Scenic Hudson, Columbia Land Conservancy, Hudson Highlands Conservancy, Agricultural Stewardship Association, Adirondack Land Trust, Open Space Conservancy, Winnakee Land Trust and others.

I hold the MAI designation awarded by the Appraisal Institute and am a State Certified General Real Estate Appraiser in the State of New York. I completed the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Course by McKissock Learning on March 3, 2024.

Domin Property
Conservation Easement

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922 of Deeds at page 58,

North 76°24'08" East for 103.31 feet to an iron rod found in said wall;

Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,

North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and
North 77°15'24" East for 100.23 feet to a point in said wall;

Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,

North 79°05'29" East for 167.72 feet to a point in said wall;

Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,

North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;

Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,

South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;

Thence along the westerly line of Rombout Road,

South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;

Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-5193,

South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;

Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508

North 83°58'15" East for 470.02 feet;

Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,

South 26°46'26" East for 688.00 feet to an iron rod found, and
North 77°04'44" East for 668.63 feet;

Thence along the westerly line of the earlier mentioned Freedom Road,

South 22°03'06" East for 5.00 feet,
South 34°23'06" East for 103.60 feet,
South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and
South 40°07'26" East for 452.46 feet to the point or place of beginning;

Containing 201.287 acres.

Resource Protection Area 1

Beginning at the southeast corner of the herein described Resource Protection Area 1 located at New York State Plane East Zone Coordinates of 1,045,375.17 feet North, by 675,368.42 feet East;

Thence around said Area,

North 78°18'00" West for 128.92 feet,
North 76°52'24" West for 86.33 feet,
North 78°51'07" West for 504.24 feet,
North 7°02'42" East for 685.46 feet,

North 8°16'16" West for 691.05 feet,
South 85°18'22" West for 287.19 feet,
North 56°03'36" West for 112.33 feet,
North 0°37'31" West for 214.35 feet,
North 14°49'01" East for 739.22 feet,
North 29°55'25" East for 539.69 feet,
North 24°08'06" West for 195.97 feet,
North 67°58'24" East for 65.15 feet,
North 77°58'56" East for 41.90 feet,
North 72°23'23" East for 23.99 feet,
North 58°47'56" East for 48.53 feet,
South 34°10'39" East for 26.92 feet,
South 30°04'41" East for 228.61 feet,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet,
South 13°17'07" East for 41.43 feet,
South 28°38'20" East for 20.87 feet,
South 16°39'41" East for 51.41 feet,
South 24°39'03" East for 43.52 feet,
South 21°58'09" East for 111.13 feet,
South 18°09'39" East for 54.63 feet,
South 24°38'35" East for 42.76 feet,
South 2°14'13" East for 781.33 feet,
South 1°37'17" West for 525.58 feet,
South 38°51'19" East for 218.70 feet, and
South 14°41'10" West for 635.77 feet to the point or place of beginning;
Containing 53.156 acres.

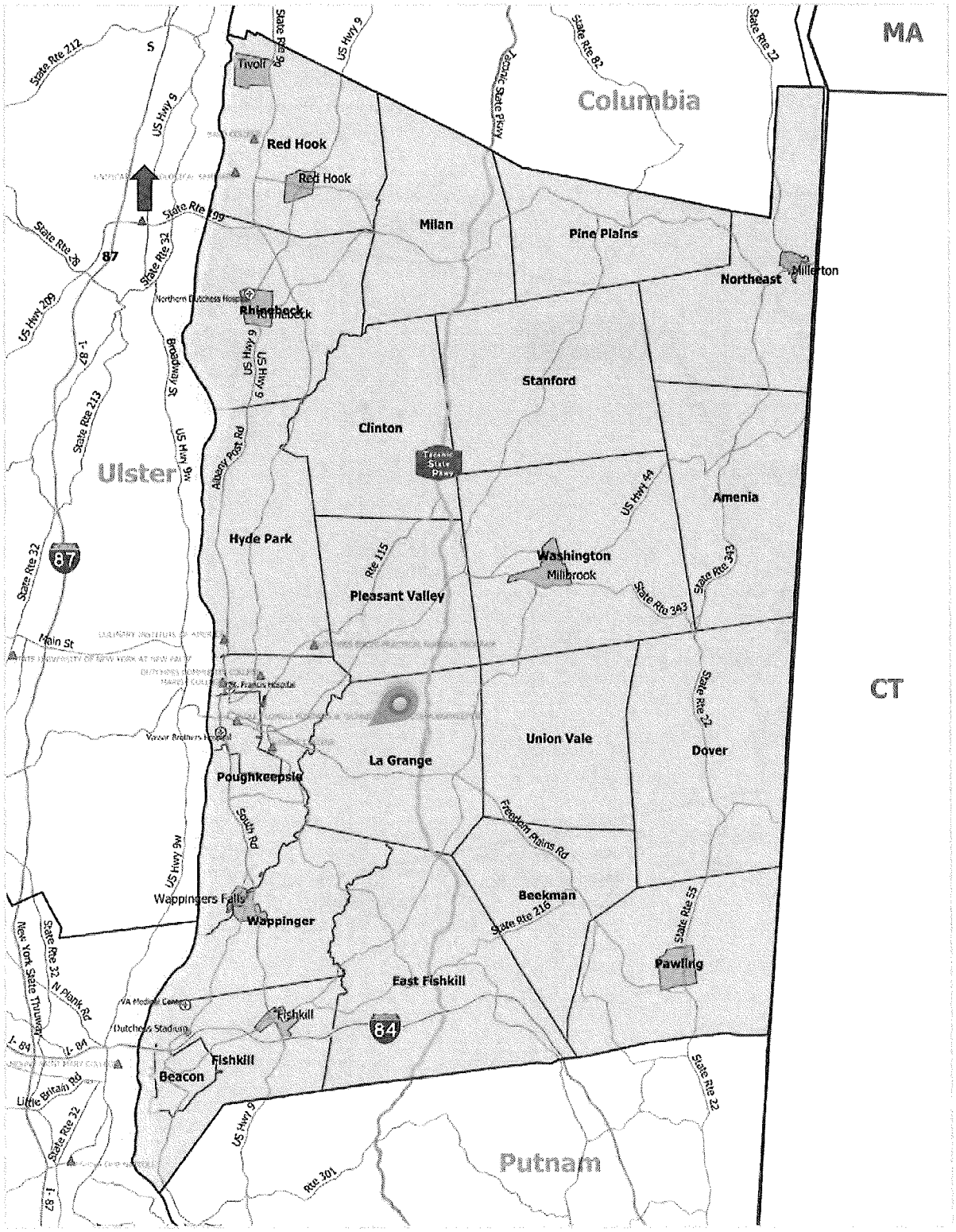
Resource Protection Area 2

Beginning at the northeast corner of the herein described Resource Protection Area 2 located at New York State Plane East Zone Coordinates of 1,048,018.74 feet North, by 676,573.54 feet East;
Thence around said Area,
South 8°39'02" West for 1421.95 feet,
South 47°44'35" East for 304.00 feet,
South 2°27'07" West for 499.22 feet,
South 37°16'54" West for 125.13 feet,
North 25°35'40" West for 145.75 feet,
North 2°38'02" East for 420.18 feet,
North 22°41'14" West for 270.90 feet,
North 6°16'14" East for 136.98 feet,
North 12°32'25" West for 306.22 feet,
North 4°38'31" West for 441.92 feet,
North 22°22'12" West for 455.44 feet,
North 33°33'57" East for 519.49 feet,
South 24°52'38" East for 228.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet to the point or place of beginning;
Containing 10.722 acres.

Farmstead Area

Beginning at the southwest corner of the herein described Farmstead Area located at New York State Plane East Zone Coordinates of 1,045,299.58 feet North, by 677,236.61 feet East;
Thence around said Area,
North 2°57'03" West for 408.21 feet,
North 60°20'23" East for 308.03 feet,
South 26°49'53" East for 178.35 feet,
North 75°20'34" East for 468.56 feet,
North 7°08'20" East for 102.02 feet,
North 77°04'44" East for 141.40 feet,
South 16°49'01" East for 132.80 feet,
South 15°24'58" West for 106.11 feet,
South 12°24'55" East for 269.48 feet,
South 80°54'53" West for 1011.81 feet to the point or place of beginning;
Containing 9.500 acres.

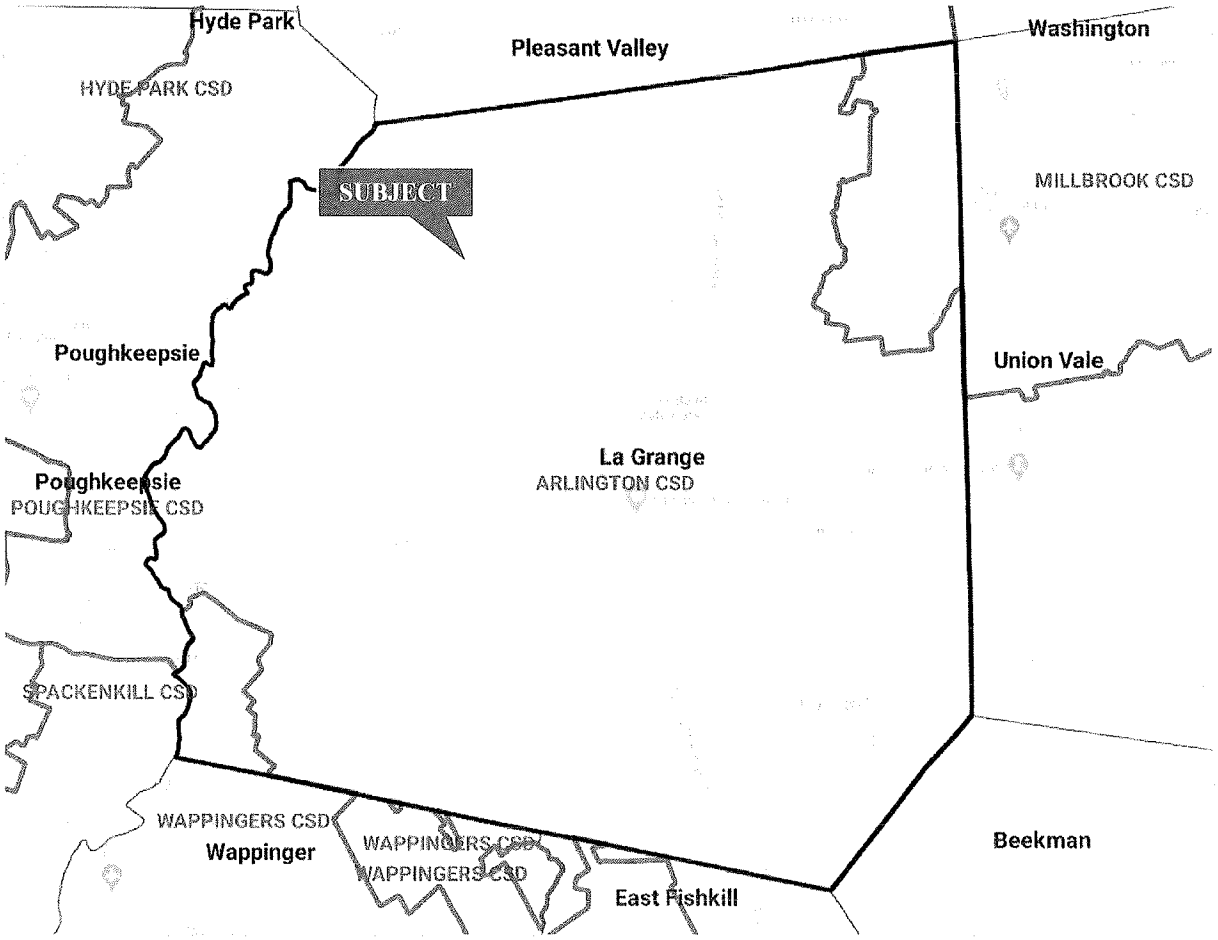
Dutchess County



Town of LaGrange, Dutchess County, New York

OVERVIEW

The Town of LaGrange comprises an area of approximately 39 square miles with a Census 2020 population of 15,574. This is about the same as the 15,688 residents counted in the 2010 census. Both the county and state lost population during the decade (+/- 1%). LaGrange is Located in central Dutchess County, bordered on the west by the Town of Poughkeepsie, on the east by the Towns of Union Vale and Beekman, on the north by the Town of Pleasant Valley and on the south by the Towns of East Fishkill and Wappinger.



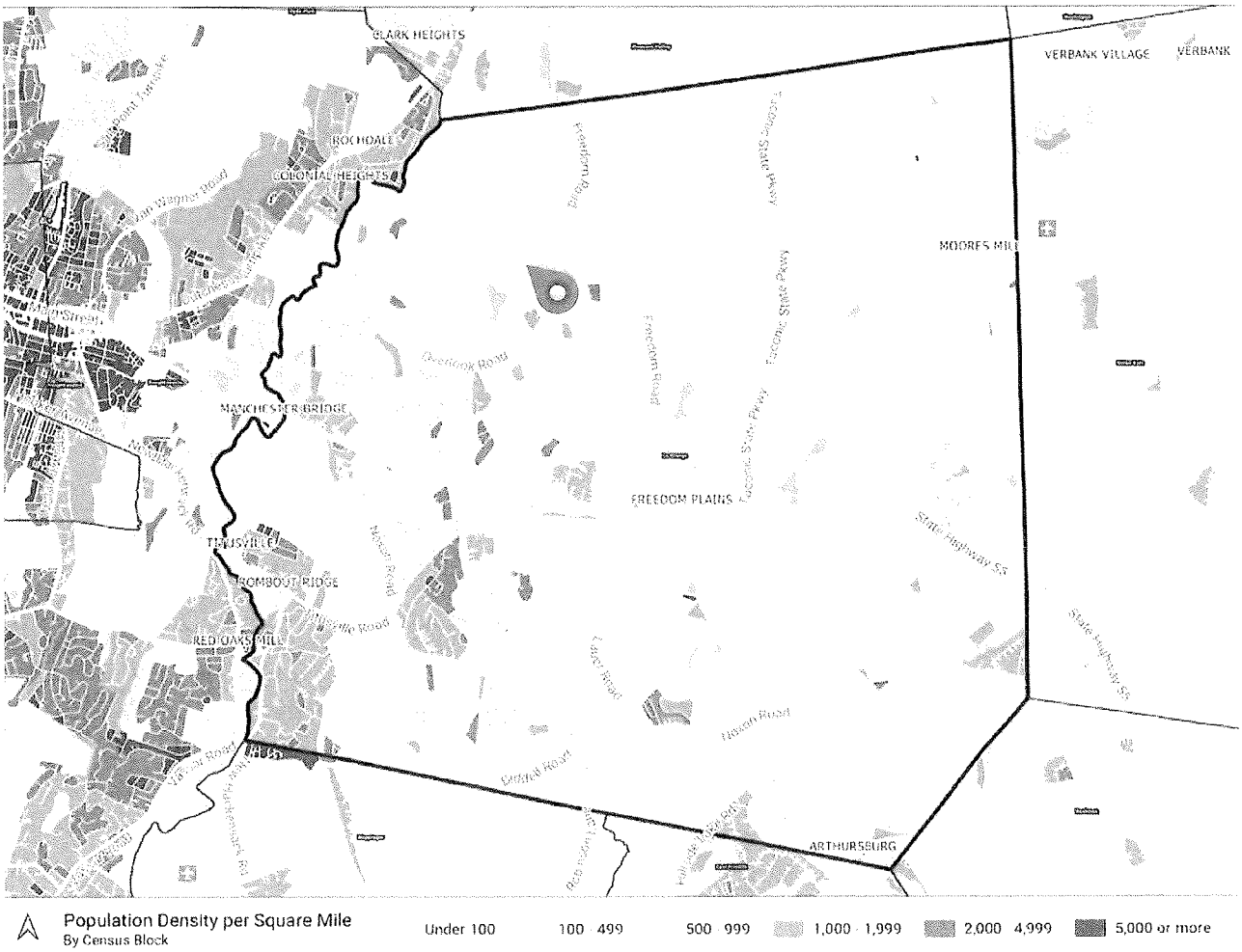
KEY FACTS

STATE	New York	RANKINGS (IN)	DUTCHESS COUNTY	NEW YORK
COUNTY	Dutchess	LARGEST POPULATION	7 of 23	142 of 881
METRO AREA	New York Area	HIGHEST MEDIAN INCOME	1 of 23	18 of 881
ZIP CODES	12533, 12540, 12569, 12590, 12603	HIGHEST MEDIAN AGE	10 of 23	395 of 881
SCHOOL DISTRICTS	Arlington, Millbrook, Wappingers			
NEIGHBORING TOWNS	Beekman, East Fishkill, Pleasant Valley, Poughkeepsie, Union Vale, Wappinger, Washington			
NEARBY TOWNS	Clinton, Dover, Esopus, Fishkill, Hyde Park, Lloyd, Marlborough, Pawling, Plattekill			

DEMOGRAPHIC TRENDS

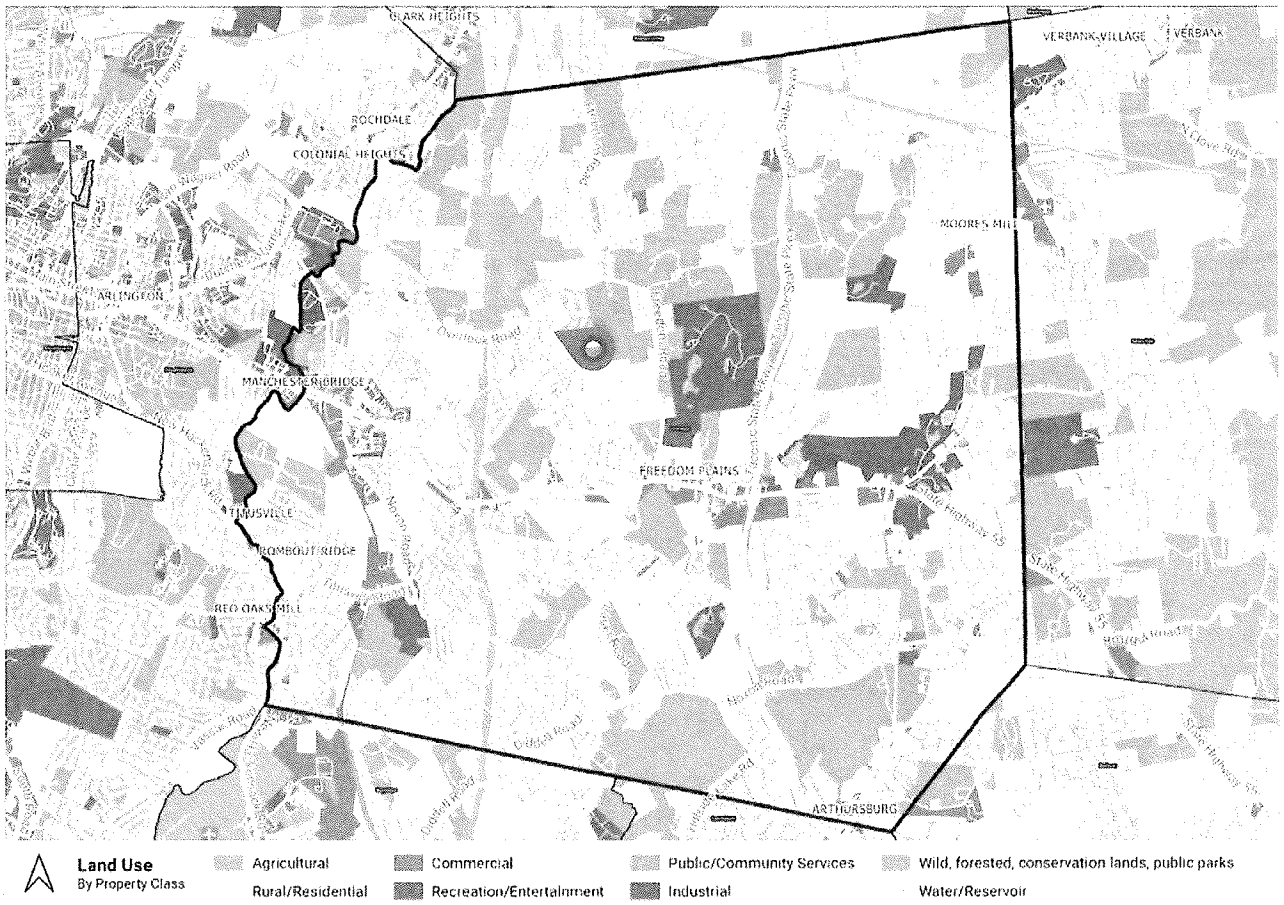
	Town of LaGrange			Dutchess County			New York State		
	2010	2015	2020	2010	2015	2020	2010	2015	2020
Total Population	15,688	15,750 0.4% Δ	15,574 -1.1% Δ	296,152	296,928 0.3% Δ	293,524 -1.1% Δ	19,229,752	19,673,174 2.3% Δ	19,514,849 -0.8% Δ
Housing Units	5,469	5,561 1.7% Δ	5,746 3.3% Δ	116,946	118,996 1.8% Δ	121,161 1.8% Δ	8,050,835	8,171,725 1.5% Δ	8,362,971 2.3% Δ
Median Household Income	$97,799	$102,051 4.3% Δ	$114,495 12.2% Δ	$69,838	$71,904 3.0% Δ	$81,842 13.8% Δ	$55,603	$59,269 6.6% Δ	$71,117 20.0% Δ
Median Age	40.8	43.3 6.1% Δ	42.7 -1.4% Δ	39.4	41.2 4.6% Δ	42.5 3.2% Δ	37.7	38.1 1.1% Δ	39.0 2.4% Δ

POPULATION DENSITY



LAND USE/GEOGRAPHY

Much like the rest of the county, LaGrange is semi-rural, characterized primarily by residential subdivisions and large tracts of agricultural lands. The central and western portions of the town are more densely populated and characteristically suburban with active commercial districts, benefitted by NYS Route 55 which traverses the town's geographical area in an east-west course. Commercial and Industrial development is primarily concentrated along the NYS RT-55 corridors, as well as Route 376.



TRANSPORTATION

The major highways in the town are Route 55 and Route 82 both providing access to the City of Poughkeepsie and other surrounding communities as well as connecting to the Taconic State Parkway, a widely used commuter link in Dutchess County. Other main roads include County Roads #21, #44 and #47. Travel time to major employment centers is adequate. For example, White Plains and Danbury, CT are within an hour; and New York City is 75 miles or 90 minutes by car. Commuter rail is available via Metro North's New Hamburg station, offering daily access between Manhattan and Poughkeepsie; The County bus system affords localized travel, with U.S. 9 being a primary route. The Hudson Valley Regional Airport, the largest operating airport in Dutchess County, is situated on 640 acres, along State Route 376 in the Town of Wappinger.

Average Commute Times, Town of LaGrange

Less than 10 minutes	8.3 %
10 to 14 minutes	9.3 %
15 to 19 minutes	14.4 %
20 to 24 minutes	15.3 %
25 to 29 minutes	5.7 %
30 to 34 minutes	8.5 %
35 to 44 minutes	6.5 %
45 to 59 minutes	12.4 %
60 or more minutes	**19.6** %
Mean Travel Time to Work (minutes)	35.3

TOTAL WORKERS BY INDUSTRY, TOWN OF LAGRANGE

Total Workers By Industry, Town of LaGrange	
Agriculture, forestry, fishing and hunting, and mining:	39
Construction	340
Manufacturing	475
Wholesale trade	143
Retail trade	331
Transportation and warehousing, and utilities:	280
Information	85
Finance and insurance, and real estate and rental and leasing:	455
Professional, scientific, and management, and administrative and waste management services:	572
Educational services, and health care and social assistance:	1,580
Arts, entertainment, and recreation, and accommodation and food services:	385
Other services, except public administration	243
Public administration	465

Total Industry Workforce 2020	5,393
Total Industry Workforce 2010	5,297
% Change	1.8%

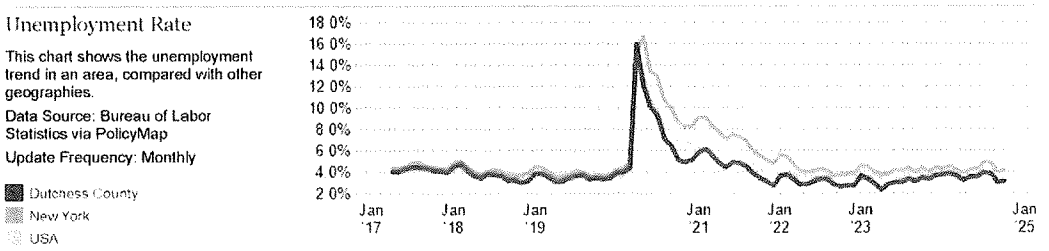
One Key MLS | Trade Area Report

Unemployment Rate

This chart shows the unemployment trend in an area, compared with other geographies.

Data Source: Bureau of Labor Statistics via PolicyMap

Update Frequency: Monthly

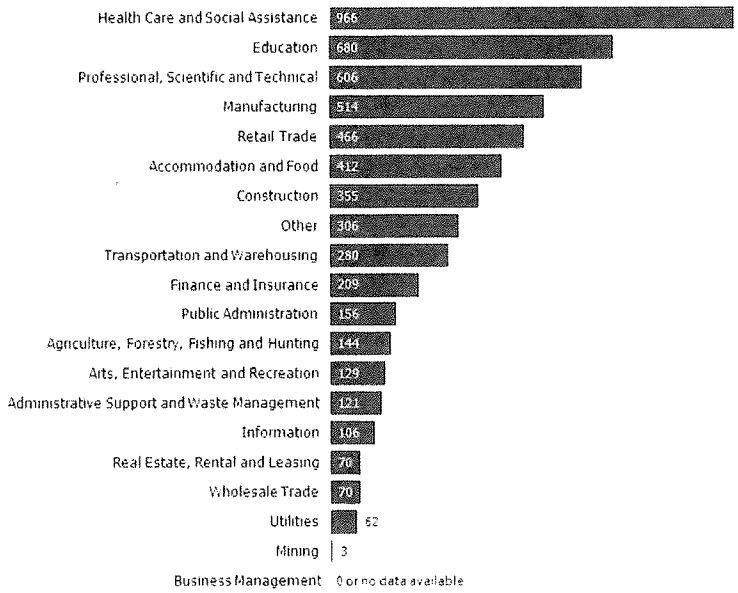


Employment Count by Industry

This chart shows industries in an area and the number of people employed in each category.

Data Source: Bureau of Labor Statistics via Esri, 2023

Update Frequency: Annually

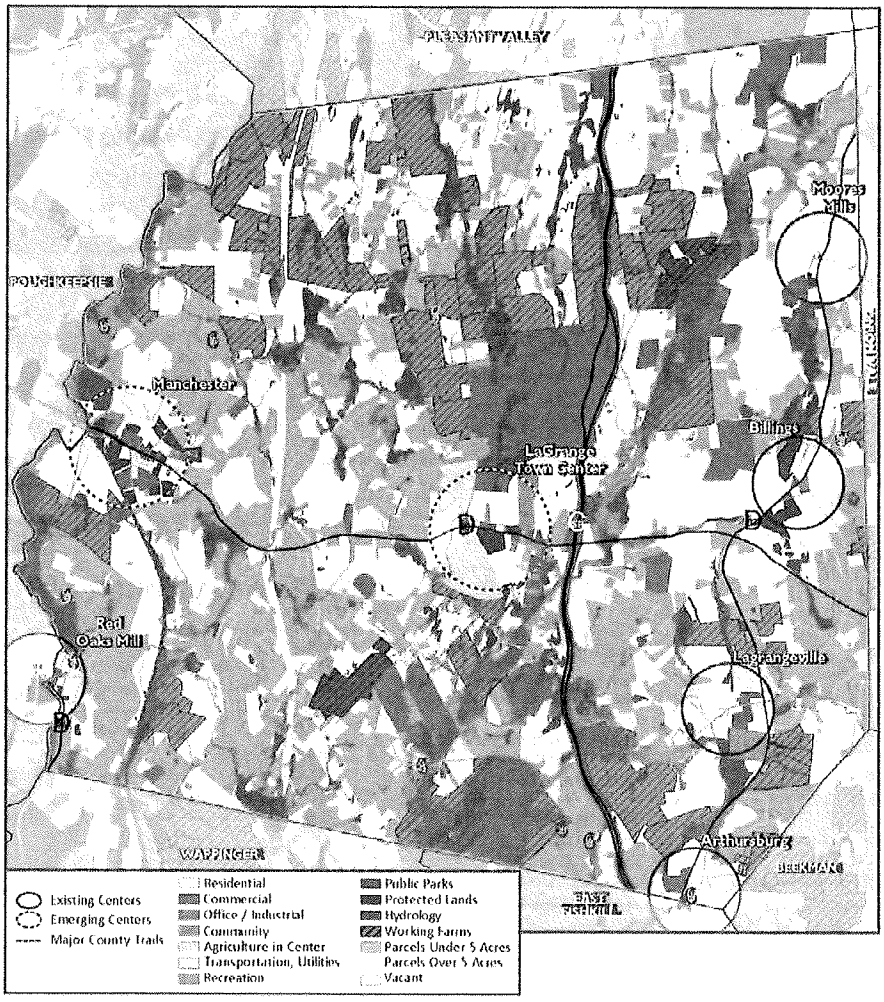


TOWN OF LAGRANGE PLANNING & DEVELOPMENT REPORT

The Town of LaGrange updated its Comprehensive Plan in 2005 and adopted its Zoning Law in 2006, with additional amendments in later years. The zoning recognizes an emerging Town Center, three gateway hamlets, and three smaller crossroads hamlets.

The population of the Town of La Grange is 15,723 while the population in the Centers is 1,454, or 9.2% of the total. Within the Centers are 414 residential, 60 commercial, 44 business/ industrial, 18 public, and 81 vacant properties, according to Real Property Tax records.

The LaGrange Town Center along Route 55 is designed to replace the commercial strip in Freedom Plains with a walkable, mixed-use center around the Arlington High School and Town Hall area. The Town Center was identified in the 1987 Plan, but was finally adopted into the zoning in 2003, along with design standards and an Illustrative Plan showing roundabouts to slow vehicles and eliminate traffic signals, a main street commercial character with a central civic green, a mix of housing types, and residential blocks to the south. A large proposal consistent with the plan was put on hold in the recent recession, but other aspects have been implemented, including the Route 55 roundabouts and a neighborhood grocery store.

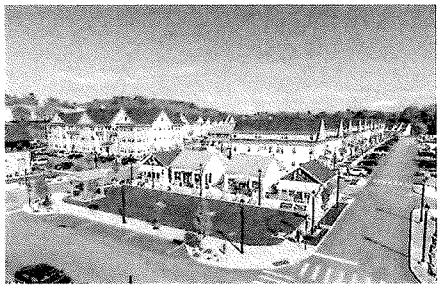


Manchester, Red Oaks Mill, and Arthursburg were designated as Gateway Hamlets in 2014. All three are located at major entrance points to the Town. Arthursburg forms the first impression off the Taconic State Parkway. Red Oaks Mill is primarily centered in the Town of Poughkeepsie, but includes commercial and residential uses in LaGrange. Manchester has the largest grouping of commercial and industrial uses in the Town, but has a wide highway streetscape,too many front parking lots, and very little pedestrian activity. New Gateway Hamlet design standards encourage infill development, pedestrian-friendly connections, screened parking lots, and a broader mix of uses to create a better business environment and more attractive entrances to the Town.

LaGrangeville, Billings, and Moores Mills are smaller historic hamlets in the eastern section of the Town. The zoning allows a limited range of residential, commercial and public uses, designed to encourage compatible new development, while maintaining their traditional hamlet scale and character.

Source: https://www.dutchessny.gov/Departments/Planning/docs/Green-Space-LaGrange.pdf

Eastdale Village in the northeasterly part of the Town of Poughkeepsie is about 1 ½ miles from the town line. Eastdale is one of the few new developments in the county in recent years. It was developed over the past several years as a new urban center with 400 luxury rental apartments and 120,000 square feet of restaurant, retail, Class A office and medical space. It is a unique walkable village type setting for mixed-use living that has been highly successful in attracting residents and commercial businesses. Additional apartments and commercial buildings are under construction and/or planned.

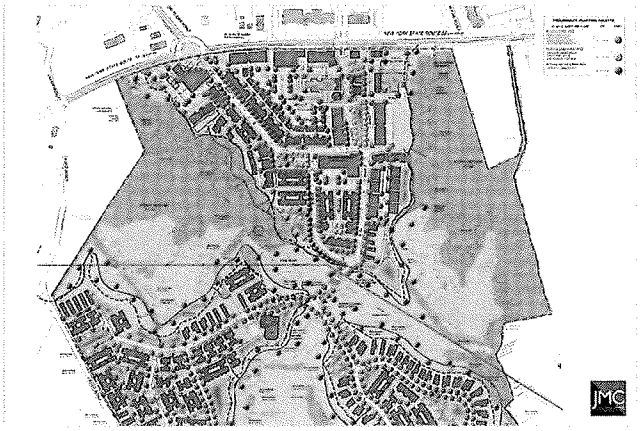


COMMERCIAL MARKET

During the late 1980s, the town experienced dramatic changes as a result of multiple commercial and residential developments. Retail centers and office parks such as Freedom Center, Lexington Plaza, LaGrange Town Square, and the Fishkill National Bank complex were constructed in LaGrangeville to create a Town Center. In addition, there are a number of other shopping centers or strip centers located throughout the town including Apple Valley Shopping Center and Arthursburg Center.

In the 1990's, a retail/office building in Billings and the Lagrange Commons shopping center in Arthursburg were completed to provide needed services to the more rural areas. Additional commercial development in the last decade includes a 40,000 square foot Hannaford's grocery store, the 17,000 square foot TEG credit union complex, the 20,000 square foot Titusville Plaza, and the 19,000 square foot Country Commons Plaza.

Expansion in the commercial market has been limited. The most recent construction was the new branch of the Hudson Valley Federal Credit Union on Route 55 in the town center. Prior commercial activity included the renovations and upgrades to the Apple Valley Shopping Center with new façade and an addition of Walgreens pharmacy. Recently, the owner of 35 Patrick Lane commenced construction of a new 20,000+ square foot office/industrial building.



Proposed development is the LaGrange Town Center (see graphic at left), a large-scale mixed-use project consisting of condominiums, townhouses, a hotel, office building and retail stores. However, this project has been delayed for many years. Another proposed project is a new Stewarts Shoppes at the junction of Routes 55 and 82.

HOUSING MARKET

As indicated by the One Key MLS February 2024 Local Market Update on the following page, the housing market remains dynamic. According to the report, the price of housing continues to appreciate, the number of listings and closed sales continues to decline. The days on market has declined significantly and the percent of ask price exceed 100% during the past 12 months.

CONCLUSION

No significant changes in the economy or real estate market are likely in the foreseeable future, although the housing market may decline given the current economic uncertainties. The town is generally regarded as stable in the current economy and real estate market.

Local Market Update – February 2025

Provided by OneKey® MLS

La Grange

Dutchess County

Single-Family Homes	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	13	6	- 53.8%	222	189	- 14.9%
Closed Sales	10	5	- 50.0%	165	161	- 2.4%
Days on Market Until Sale	63	79	+ 25.4%	66	51	- 22.7%
Median Sales Price*	$370,500	$580,000	+ 56.5%	$441,150	$478,000	+ 8.4%
Percent of Original List Price Received*	95.5%	93.6%	- 2.0%	98.7%	100.2%	+ 1.5%
Inventory of Homes for Sale	38	24	- 36.8%	55	36	- 34.5%

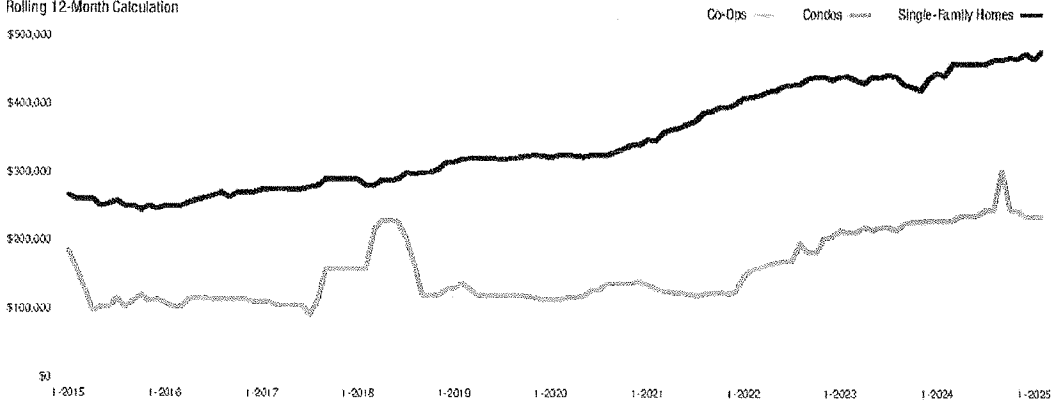
Condos	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	0	0	0.0%	4	7	+ 75.0%
Closed Sales	0	0	0.0%	7	3	- 57.1%
Days on Market Until Sale	—	—	—	28	25	- 10.7%
Median Sales Price*	—	—	—	$230,000	$235,000	+ 2.2%
Percent of Original List Price Received*	—	—	—	104.4%	103.1%	- 1.2%
Inventory of Homes for Sale	0	0	0.0%	0	1	—

Co-Ops	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	0	0	0.0%	0	0	0.0%
Closed Sales	0	0	0.0%	0	0	0.0%
Days on Market Until Sale	—	—	—	—	—	—
Median Sales Price*	—	—	—	—	—	—
Percent of Original List Price Received*	—	—	—	—	—	—
Inventory of Homes for Sale	0	0	0.0%	0	0	0.0%

* Does not account for sale concessions and/or down payment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

Historical Median Sales Price by Property Type

Rolling 12-Month Calculation

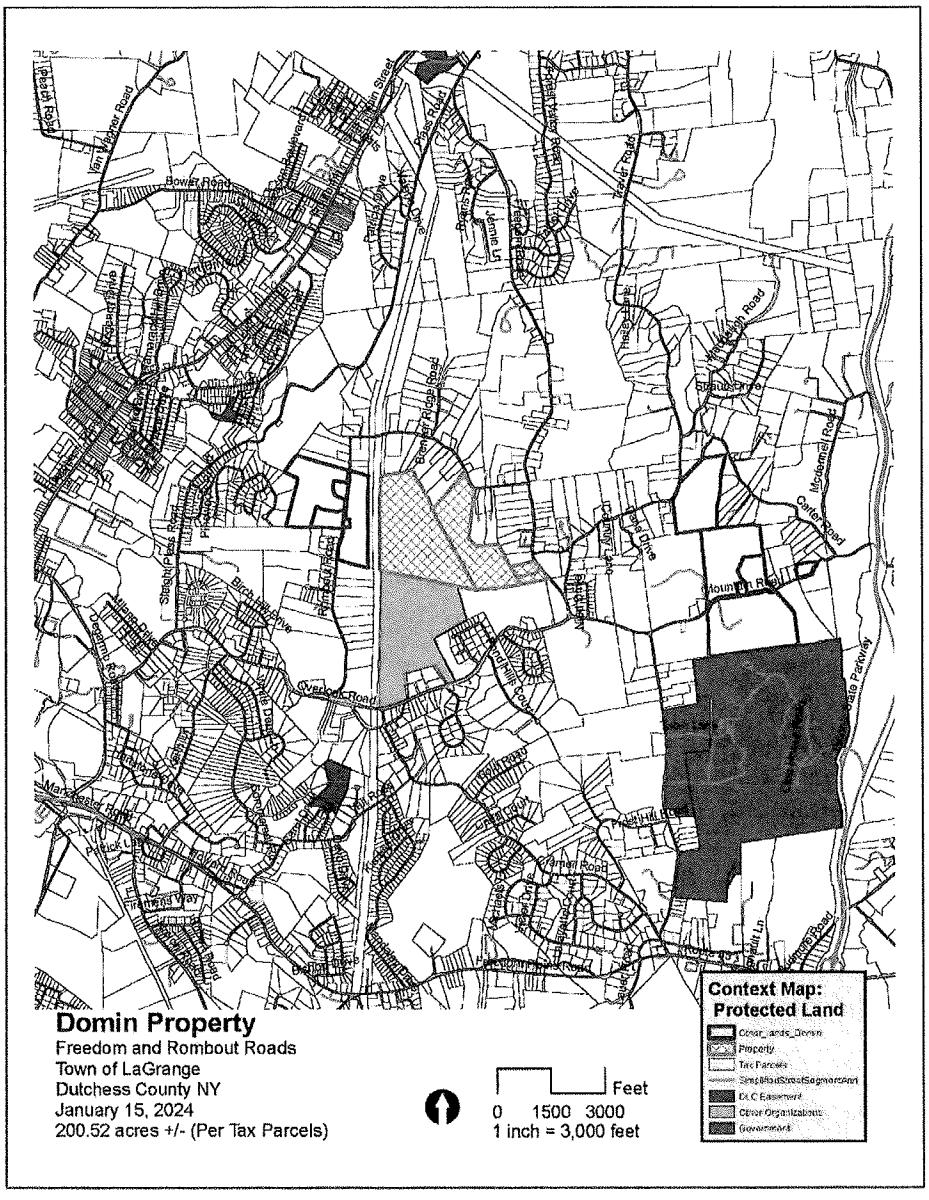


A rolling 12-month calculation represents the current month and the 11 months prior in a single data point. If no activity occurred during a month, the line extends to the next available data point.

Current as of February 7, 2025. All data from OneKey® MLS. Report © 2025 ShowingTime Plus, LLC.

NEIGHBORHOOD

The subject is located in a suburban residential neighborhood just east of the Town and City of Poughkeepsie, several miles south and east of the hamlet of Pleasant Valley and several miles west of the Taconic Parkway, a primary route between the Mid-Hudson and Metropolitan New York City. The neighborhood was historically a farming community. Numerous residential subdivision have been developed in the immediate neighborhood and in the surrounding towns following WW II. While some agricultural operations continue, much of the land has been converted to housing for local residents and in more recent years, second homes for NYC residents. The neighborhood has a well developed road network for connecting to NYC and work locations in the greater Poughkeepsie MSA.



The property borders additional acreage owned by Domin to the west that is commonly farmed with the subject land. A large, conserved wetland area and a vacant parcel borders the subject to the south. Residences on both small and larger lots border the subject to the north and east.

Although the neighborhood is largely built out, there are scattered undeveloped parcels which could be converted to housing when economic conditions improve.

Overall, the neighborhood was considered to be stable.

DESCRIPTION OF THE SUBJECT

The property is four tax parcels that total 201.287 acres. There are about 120 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. A 120-acre tract of forested land that includes a portion of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood,. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor. A site features map and photographs are included on the following pages.

Tax Lot #s: 6362-04-671168
6362-04-844138
6462-03-030054
6462-03-047028

Legal Description: See metes and bounds legal description on page 16.

Survey: I relied upon a survey dated January 10, 2025, prepared by Kirk Horton, L.S. The survey is reproduced in the discussion of the proposed conservation easement. See page 38.

Total Area: 201.287 acres per survey.

Shape: The site has an irregular configuration. It measures 3,270 feet in a north/south direction at the longest point of measurement and 4,725 feet in an east/west direction at its widest point of measurement.

Public Road: The property is located with 1,225 feet of non-contiguous public road frontage along he westerly side of Freedom and Rombout Roads. Freedom Road is a County maintained highway. Rombout Road is a town maintained neighborhood collector. Both roads are maintained in average to good condition past the subject frontage. They provide good access to the larger regional network of roads in the county.

Internal Access: There are two existing curb cuts, one off each public road. The interior is accessed by farm roads that provide good access to the fields. A woods trail connects the two farm areas. There are additional woods trails that provide access to the interior forest.

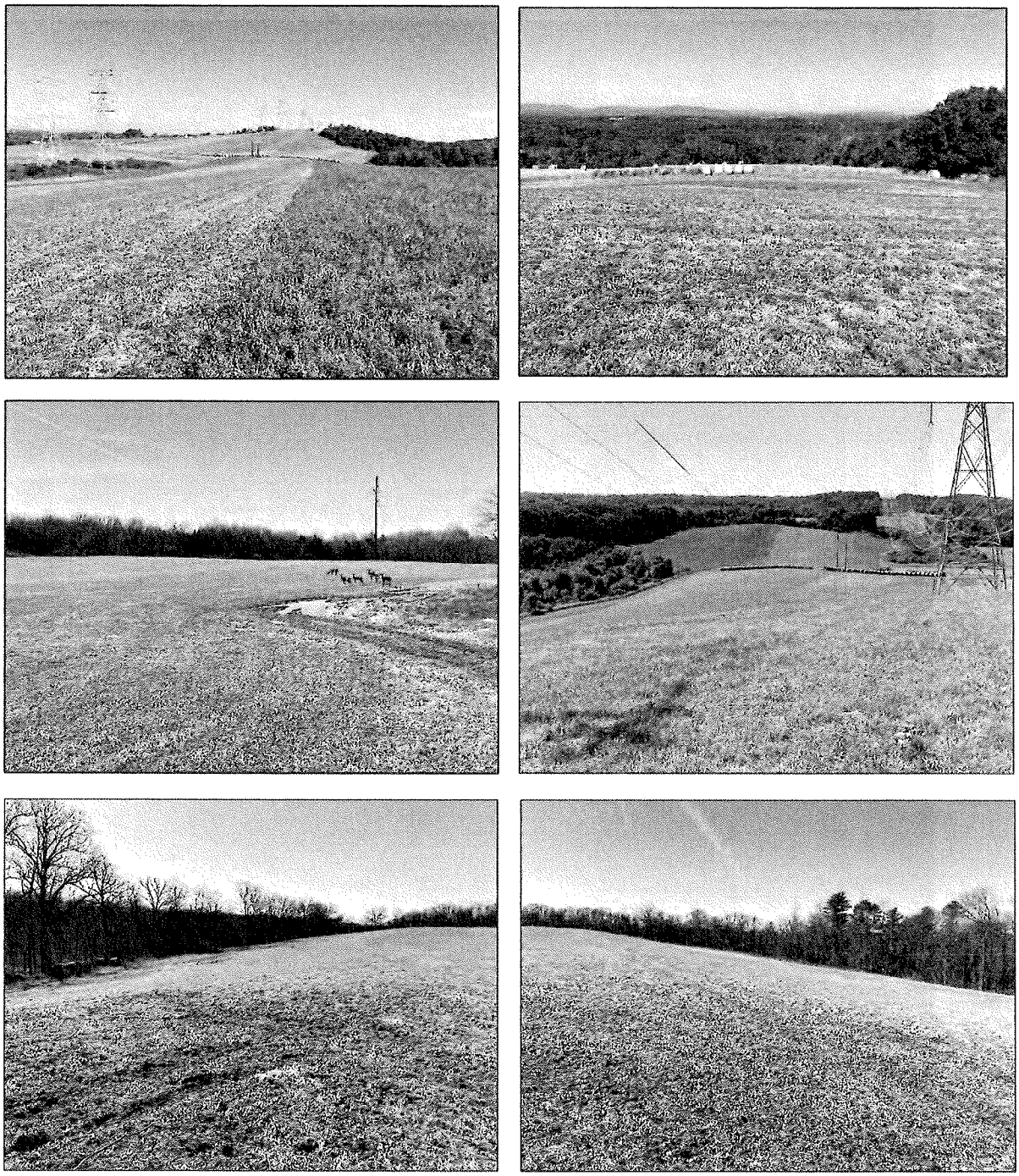
Topography: The interior is generally rolling with a wetlands depression that runs in a north/south direction and divides the farm fields.

PHYSICAL FEATURES MAP



SUBJECT PHOTOGRAPHS

See page 29 for a photograph location map showing site of picture and direction of view.



From the top left clockwise: 1) view of the subject from the southern end of the west field looking northerly, 2) partial view from the west field looking westerly, 3) view of the subject from the northern end of the west field looking southerly, 4) and 5) view of the central field – looking southerly from the north end near the Rombout Road frontage and 6) view of the east field just off Freedom Road. #1, 2 & 3 taken by Al DeKrey August 22, 2022 and 4,5 & 6 taken March 20, 2025.

SUBJECT PHOTOGRAPHS

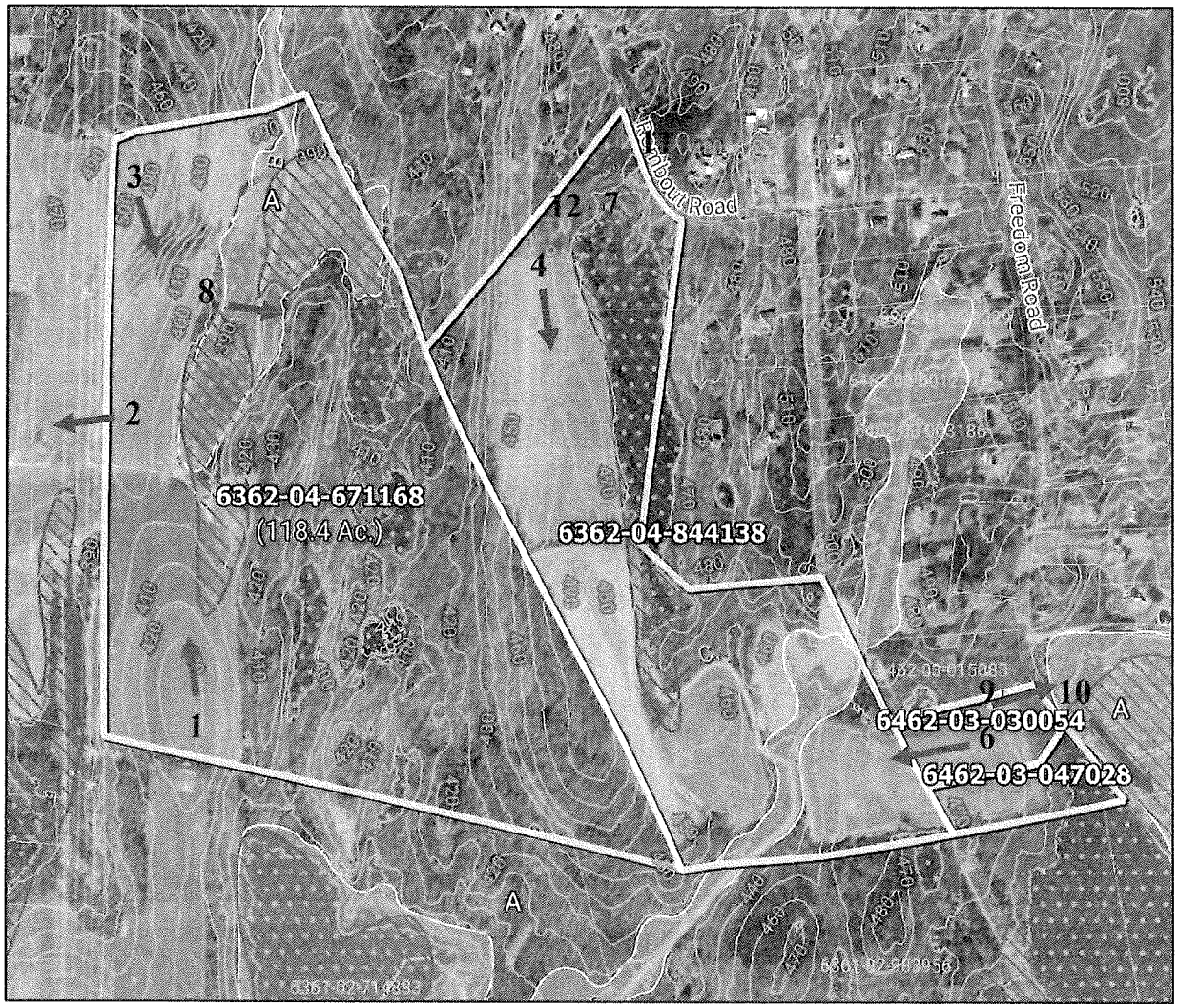







From the top left clockwise: 7) wetland near the Rombout Road frontage, 8) woods trail at the west field - looking easterly, 9) access off Freedom Road, 10) looking southerly along Freedom Road at the access, 11) looking northerly along Rombout Road at the access, 12) access off Rombout Road. #7 taken by Al DeKrey August 22, 2022. All other pictures taken by Al DeKrey March 20, 2025.

PHOTOGRAPH LOCATION MAP

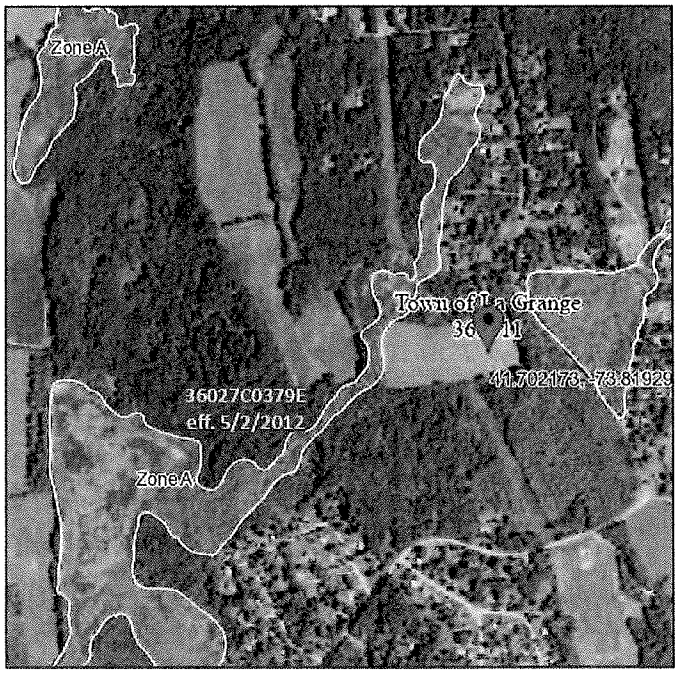


Topography Cont.: The high elevation of 500 feet is located in the NW corner of the property. The low elevation of 425 feet is located at the exit of the stream along the southern boundary. About 17% of the property has slopes exceeding 15%. They are located primarily along the central wetlands depression.

Views: There are views of the surrounding countryside and the Taconic Mountains to the east from the higher elevations of the westerly fields. These views are also, however, compromised by the power line crossings.

Water Character: There two wetland complexes. The easterly wetland area is drained by a stream that flows to a nearby wetland, the outlet of which meanders to Wappingers Creek approximately 1 ½ miles to the west. The westerly wetland drains to the north and is also a tributary of the Wappingers Creek, about one mile to the northwest.

Floodplain: The easterly stream is designated by FEMA as being within a Zone A Special Flood Hazard Area. The Flood Reference Map is #36027CO379E. A portion of the map is reproduced below. According to the proposed Conservation Easement 18 acres are designated by FEMA. According to FEMA, Zone A are areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations have not been established.



Properties in Zone A are considered to be at risk of flooding. National Flood Insurance is required for all properties that have federally backed mortgages. Construction in these areas must also meet local floodplain zoning requirements. New construction in Zone A areas may also require submission of engineering cross-sections of the waterway to determine Base Flood Elevations, floodway and flood fringe boundaries.

Wetlands: There are two overlapping federal and NYS designated wetlands in the property interior. According to the proposed Conservation Easement, there are about 34 acres of NYS designated freshwater wetlands and 25 acres of National Wetlands Inventory wetlands. The wetland complexes are illustrated on the Site Features Map on page 26.

Freshwater wetlands as defined in article 24 of the New York State Environmental Conservation Law, mean lands and submerged lands commonly called marshes, swamps, sloughs, bogs and flats supporting aquatic or semi-aquatic vegetation. The intent of the wetlands designation is to preserve, protect and conserve freshwater wetlands and the benefits derived from them. Regulations including a buffer are in effect.

As of January 1, 2025 the identification of an appropriate buffer is based on a field determination, not the 100 foot buffer established by historical mapping. A permit is required for any project proposing to drain, dredge, excavate, fill, build a structure or obstruction within, or otherwise disturb a designated freshwater wetland and buffer around the wetland.

While New York State's Freshwater Wetlands Act generally regulates activities that impact wetlands, certain normal agricultural activities within and adjacent to wetlands are exempt from requiring permits, but filling, clear-cutting, and construction of non-agricultural structures are not.

Federal wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. The use of federal wetlands may require a 404 permit from the U.S. Corps of Engineers under jurisdiction of the federal Clean Water Act, as subsequently amended.

Total Wet Area: The designated floodplain and wetland areas overlap. The total wet area is about 48.5 acres or 21% of the total property area.

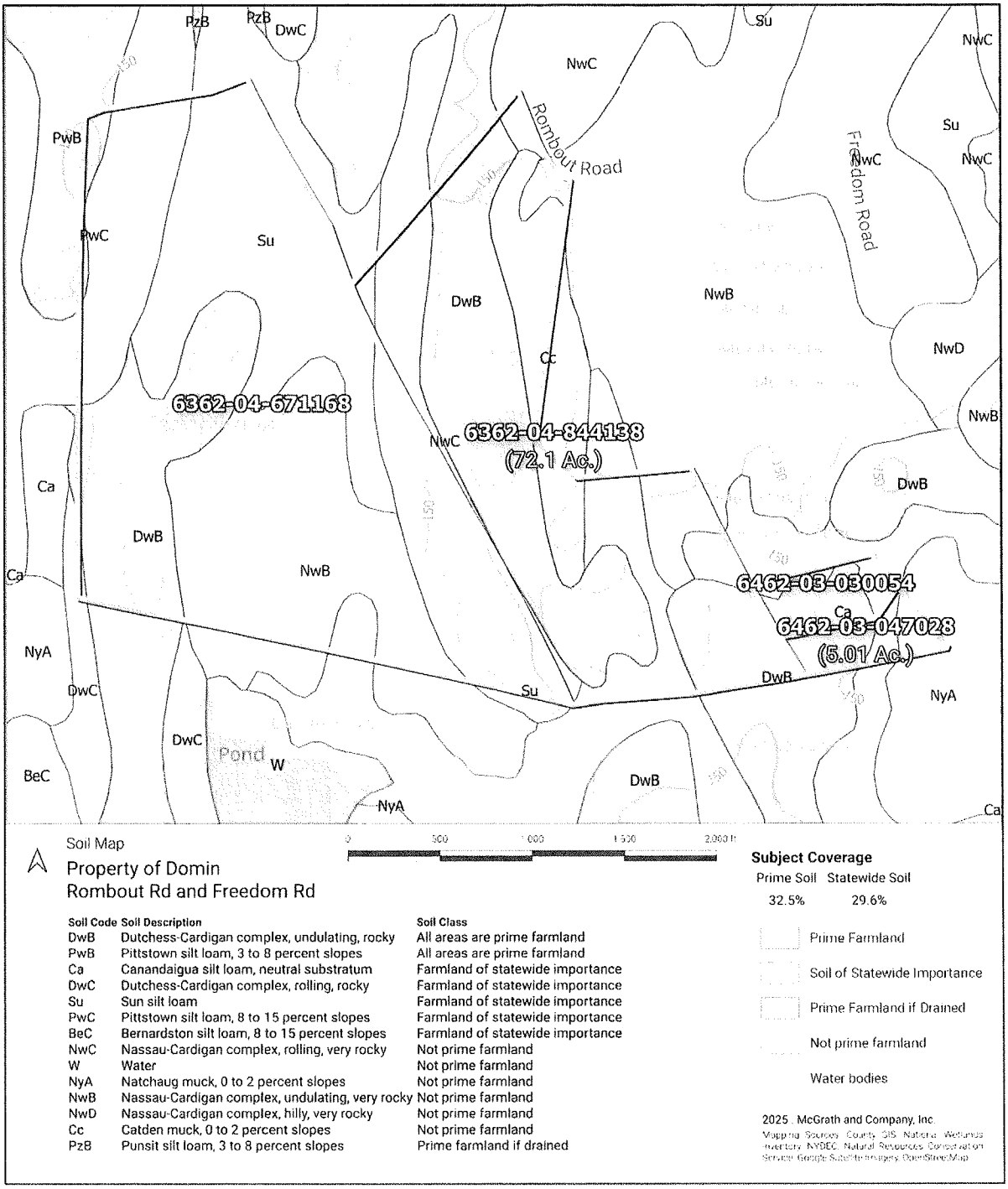
Bog Turtles: Bog turtles are present in the subject wetland areas. The bog turtle is one of the smallest turtles in the world and is found in small populations within six counties in the lower Hudson River Valley. The bog turtle is endangered in NYS and threatened federally. In New York, landowners with bog turtles on their property must follow regulations that prohibit taking, importing, transporting, or possessing them without a permit, and must avoid actions that harm the species or its habitat.

Soils: The soils are mapped on the following page. According to NRCS Web Soils Survey, there are about 65 acres of prime soils and 60 acres of soils of statewide importance for agricultural use. This is 125 acres in total of good agricultural land, 62% of the total acreage. These soils are also generally suitable for buildings subject to limitations on slope, depth to bedrock and wetness. About 80 acres are in active agricultural production. The fields were planted in corn and hay at the time of the inspections.

The remaining soils are wet, rocky, shallow to bedrock and more steeply sloped. They have significant limitations for buildings, septics and driveways. Except for the wetland soils, they are moderately productive for growing trees.

Land Cover: About 40% of the property is planted in hay and corn.

SOIL MAP



Soil Code	Soil Description	Soil Class
DwB	Dutchess-Cardigan complex, undulating, rocky	All areas are prime farmland
PwB	Pittstown silt loam, 3 to 8 percent slopes	All areas are prime farmland
Ca	Canandaigua silt loam, neutral substratum	Farmland of statewide importance
DwC	Dutchess-Cardigan complex, rolling, rocky	Farmland of statewide importance
Su	Sun silt loam	Farmland of statewide importance
PwC	Pittstown silt loam, 8 to 15 percent slopes	Farmland of statewide importance
BeC	Bernardston silt loam, 8 to 15 percent slopes	Farmland of statewide importance
NwC	Nassau-Cardigan complex, rolling, very rocky	Not prime farmland
W	Water	Not prime farmland
NyA	Natchaug muck, 0 to 2 percent slopes	Not prime farmland
NwB	Nassau-Cardigan complex, undulating, very rocky	Not prime farmland
NwD	Nassau-Cardigan complex, hilly, very rocky	Not prime farmland
Cc	Catden muck, 0 to 2 percent slopes	Not prime farmland
PzB	Punsit silt loam, 3 to 8 percent slopes	Prime farmland if drained

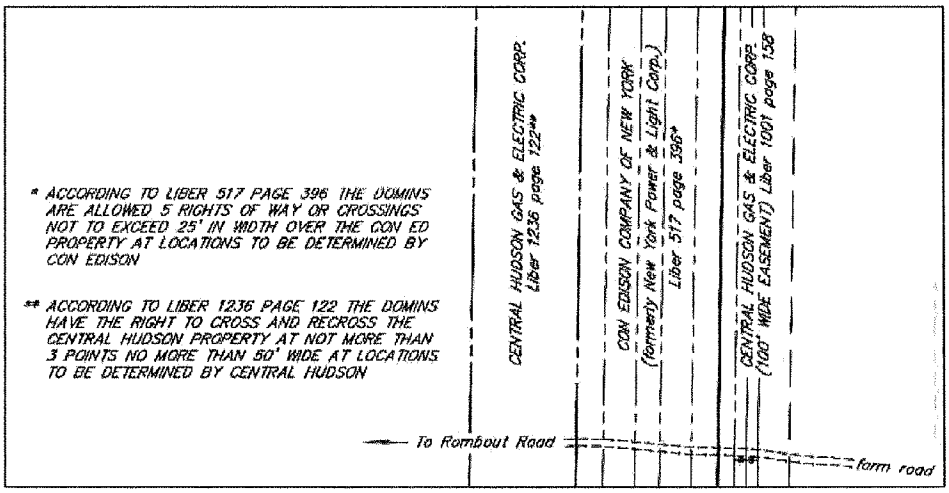
Timber Resources: According to the draft conservation easement there are about 120 acres of stands of soft and hardwoods between the two primary field areas. No information pertaining to the timber inventory or timber capital value was provided. The contributory value of the standing timber, if extraordinary, was not included in the appraisal. Portions of the forest were commercially harvested during the past several years and have been periodically harvested over the past decades.

Improvements: There are no building or structural improvements. There are no fixtures, livestock, & forage structures and facilities.

CREP: The subject is not enrolled.

Utilities: There is no municipal water or sewer in the neighborhood. Water and sewer service would be by private wells and septic systems. Electric and cable lines run along the road frontages and across the easterly property.

Easements, Rights of Ways: There is a single 100 wide easement to Central Hudson Gas & Electric that runs along and inside the subject western boundary. This easement is improved with a smaller overhead power transmission line. There are two additional regional overhead power line fee corridors that parallel the subject's western boundary. The easement and corridors are illustrated on the following excerpt from the easement survey. The Domins are allowed rights of ways and crossings. There is an existing farm road that crosses from the subject to other lands of Domin. The Domins farm the land under the transmission lines.



Encroachment: The easement survey illustrates a minor outbuilding encroachment from the neighboring property along the northern boundary near the Rombout Road frontage. According to the owner, the issue has been resolved as the outbuilding was moved off the subject property.

Use History: The property is currently used for the production of hay and corn (40%) as part of a larger dairy farm operation that goes back several generations. There are about 120 acres of maturing hard and softwoods which have been periodically harvested over the years. The remainder of the property is designated flood plain, wetlands and brush.

Rental History: The property is not rented. There is no rental history during the past three years.

Sales History: The property is in verbal agreement for the purchase of a conservation easement to be held by the Dutchess Land Conservancy, Inc. The purchase price is $802,080 based on an appraisal prepared by McGrath & Company, Inc. dated August 19, 2022. It is my understanding that the NRCS and the Wetlands Trust Inc. will be partners in the acquisition.

There have been no sales of the property during the past 10 years. It is my understanding that the property is not currently listed with a real estate agent, nor has it been actively marketed for sale during the past three years.

Jay Stanley Domin and Stanley John Domin acquired title to tax parcel 6363-04-671168 from Joseph C. Domin and Jacob S. Domin by deed dated December 27, 1980 and recorded in the Dutchess County Clerk's Office on December 31, 1980 in Book 1550 page 30.

Jay S. Domin and Stanley J. Domin acquired title to tax parcels 6462-03-030054 and 047028 and 6362-04-844138 from Stamp Enterprises, Inc. by deed dated February 19, 1982 and recorded in the Dutchess County Clerk's Office on February 19, 1982 in Book 1574 page 486.

PROPERTY ASSESSMENT

The property was assessed for tax purposes as summarized in the following table. The total land assessment is $1,017,718. An equalization rate (ER) can be used to convert the assessed value of a property into the indicated assessor's full market value (FMV) of the land. The current New York State equalization Rate for the town is 81%. The total land FMV is $1,256,400 ($6,266/acre).

The property benefits from an Agricultural Assessment. The Ag District exception is $934,870, 92% of the assessment. Only 8% of the assessment is taxable. The assessment information is provided as a matter of record only. The Agricultural Assessment Program is detailed on the following page, largely excerpted from the NYS Department of Taxation and Finance website.

Due to the favorable tax exemptions, the subject annual real estate taxes are $3,074.

PROPERTY ASSESSMENT

Tax lot Address	6462-03-030054 253 Freedom Road T/LaGrange	6462-03-047028 245 Freedom Road T/LaGrange	6362-04-671168 Rombout Road T/LaGrange	6362-04-844138 Rombout Road T/LaGrange	Combined
Property Class	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	
Acreage	5.01	5.01	118.40	72.10	200.52
Land Assessment	$40,100	$60,060	$511,058	$406,500	$1,017,718
Imp. Assessment	$0	$0	$0	$0	$0
Total Property	$40,100	$60,060	$511,058	$406,500	$1,017,718
Tentative Equalization Rate	81.0%	81.0%	81.0%	81.0%	81.0%
Full Market Value	$49,500	$74,100	$630,900	$501,900	$1,256,400
FMV - per acre	$9,880	$14,790	$5,329	$6,961	$6,266
Exemptions					
Agr. District	$38,307	$58,267	$461,528	$376,768	$934,870
Taxable	$1,793	$1,793	$49,530	$29,732	$82,848
%taxable	4%	3%	10%	7%	8%
Current Real Estate Tax Rates					
County	3.06				
Town	3.36				
Fire	5.20				
Arlington School	25.49				
Combined	37.11				
Current RE Taxes	$67	$67	$1,838	$1,103	$3,074

NYS Agricultural District Law

The State Legislature enacted the New York Agricultural Districts Law in 1971 to protect and promote the availability of land for farming purposes. The law provides a locally initiated mechanism for creating agricultural districts. Agricultural districts are intended to counteract the impact that nonfarm development can have upon the continuation of farm businesses.

The Agricultural Districts Law allows reduced property tax bills for land in agricultural production by limiting the property tax assessment to its prescribed agricultural assessment value.

Agricultural assessments are limited to land used in agricultural production, including cropland, pasture, orchards, vineyards, sugarbush, land used to grow Christmas trees, support land, and crop acreage either set aside or retired under federal supply management or soil conservation programs. Up to 50 acres of farm woodland is eligible for an agricultural assessment per eligible tax parcel.

Benefit assessment, special ad valorem levies, or other rates and fees for the finance of improvements such as water, sewer or nonfarm drainage may not be imposed upon land used in agricultural production and within an agricultural district unless such charges were imposed prior to forming the agricultural district.

After deciding whether the parcel—or any part of it—is eligible for an agricultural assessment, the assessor calculates the assessment by multiplying the acreage in each soil group and farm woodland by the applicable agricultural assessment value. The sum of the values is multiplied by the municipality's latest state equalization rate or special equalization rate. The resulting figure is the agricultural assessment for the eligible land on the parcel. This amount is compared to the assessed value of the eligible land. Any assessed value above the agricultural assessment is exempt from real property taxation.

Land generally must consist of seven or more acres that were used in the preceding two years for the production for sale of crops, livestock, or livestock products.

The annual gross sales of agricultural products generally must average $10,000 or more for the preceding two years. If an agricultural enterprise is less than seven acres, it may qualify if average annual gross sales equal $50,000 or more. Land that supports a commercial horse boarding operation may qualify for an agricultural assessment if specific eligibility requirements are met.

If farmland that has received an agricultural assessment is converted to a nonagricultural use (within five years of last receiving an agricultural assessment if located in an agricultural district and within eight years if located outside an agricultural district), a payment to recapture the taxes forgone for converting such land will be imposed. The assessor determines whether a conversion has occurred on the basis of the facts of each case.

A payment for conversion is equal to five times the taxes saved in the most recent year that the land received an agricultural assessment. In addition, interest of 6% per year compounded annually will be added to the payment amount for each year that the land received an agricultural assessment, not exceeding five years. When only a portion of a parcel is converted, the assessor apportions the assessment and the agricultural assessment and determines the tax savings attributable to the converted portion.

MUNICIPAL REGULATIONS

The parcels are zoned R-135, Residential Low-Density (RLD). According to the Town Zoning Code, the RLD District is primarily for open space, low-density residential and agricultural uses. This district features many constraints to development, including steep slopes, mapped and unmapped wetlands, and shallow depth to bedrock. This area also has a relatively less developed road system and lacks public water and sewer infrastructure. Many residential uses rely on individual wells and septic systems. The minimum lot size in this district is 120,000 square feet (2.75 acres).

TABLE OF AREA AND BULK REGULATIONS

Minimum Lot Area	120,000 SF
Minimum Lot Frontage	100 feet
Minimum Lot Width	200 feet
Min. Front Yard	80 feet
Min. Side Yard	40 feet
Min. Rear Yard	40 feet
Maximum Height	35 feet
Maximum % Lot Coverage	10%
Maximum % Impervious	15%

The Town also has Subdivision Regulations which define a subdivision as "the division of any parcel of land into two or more lots, plots, sites or other division of land, with or without streets, for the purpose of purpose of immediate or future sale or building development."

The Planning Board requires a preapplication discussion and a sketch plan review upon application. The Board then reviews both preliminary plats and a final or subdivision plat. A preliminary plan is defined as a drawing or drawings clearly marked "preliminary plat, showing the salient features of a proposed subdivision, as specified in these regulations, submitted to the Planning Board for purposes of consideration prior to submission of the plat in final form and of sufficient detail to apprise the Planning Board of the layout of the proposed subdivision.

A final or subdivision plat is defined as a drawing in final form, showing a proposed subdivision, containing all information or detail required by law and by these regulations to be presented to the Planning Board for approval, and which, if approved, may be duly recorded by the applicant in the office of the County Clerk.

PROPOSED CONSERVATION EASEMENT

The property is proposed to be encumbered by a conservation easement. A final draft of the Conservation Easement was provided and is included in the Addenda. The general terms of the easement include the following. A more liberal or conservative easement may require a revision of the estimated values of the appraisal. An Easement Map is included on the following page.

According to the draft the primary purpose of the conservation easement is to protect the Agricultural Use and future viability, and related conservation values of the Protected Property, by limiting nonagricultural uses that negatively affect the Agricultural uses and conservation values of the Protected Property.

Additional purposes of the easement include: to conserve the scenic, open wooded and natural character of the Protected Property and to protect the quality of its steep slopes, woodlands, prime and importance farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Protected Property.

The Grantor and the Conservancy intend that the Conservation Easement will confine the use of the Protected Property to activities that are consistent with the purposes of the Easement and will prohibit and prevent any use of the Protected Property that materially impair or interfere with the purposes of the Conservation Easement.

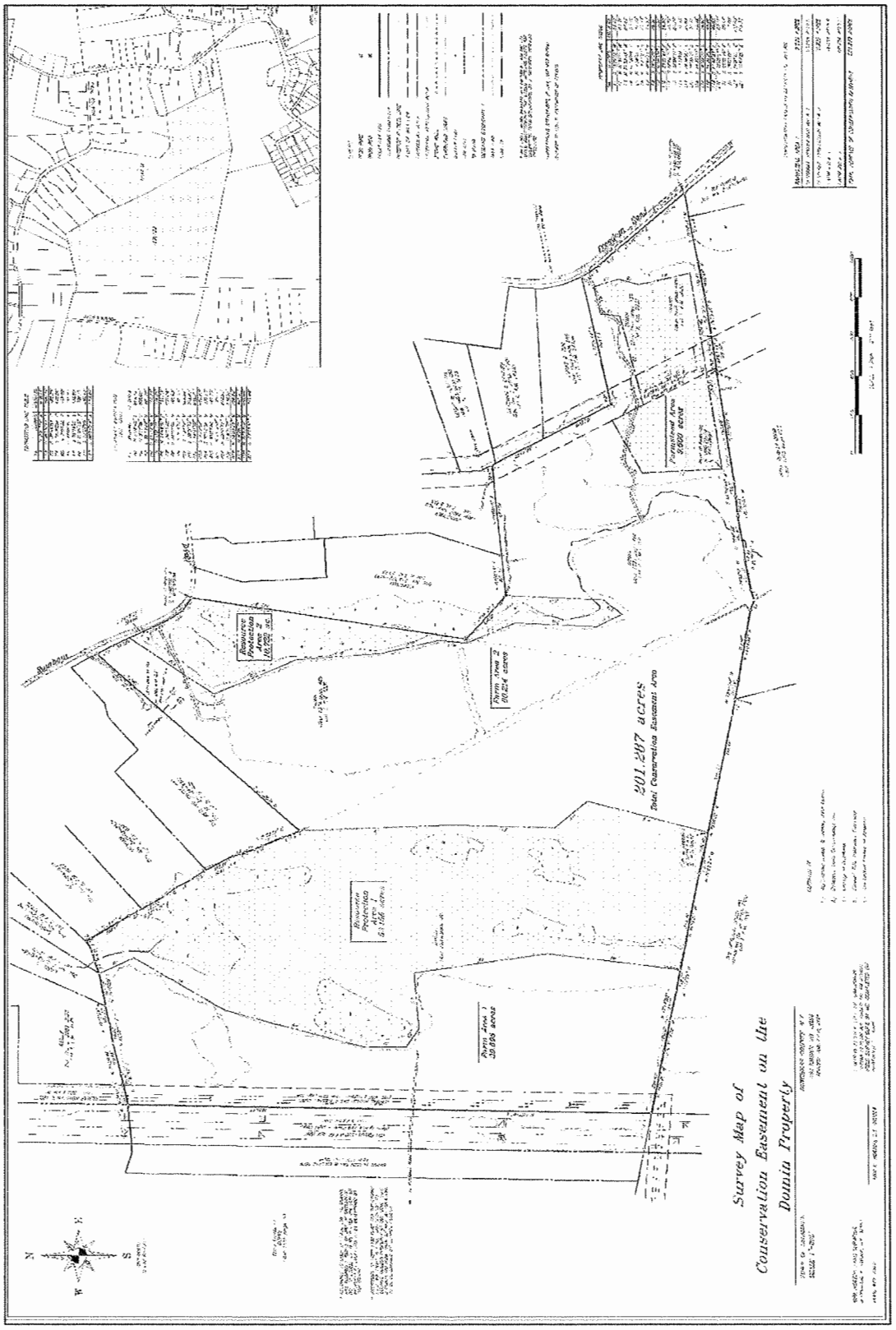
According to the draft conservation easement, the Protected Property can be used solely for Residential, Recreational, Agricultural, Educational, and Forestry Uses. Commercial Uses of the Protected Property are limited to commercial Agricultural Use, Commercial Forestry Use, and Rural Enterprises that are consistent with the purposes of the Conservation Easement. No Industrial Use of the Protected Property is permitted and no Institutional Use of the Protected Property is permitted, except with the prior consent of the Conservancy.

As indicated by the easement map, the easement will divide the property into the following use areas.

CONSERVATION EASEMENT DEFINED USE AREAS

FARMSTEAD AREA 1	9.500 ACRES
RESOURCE PROTECTION AREA 1	53.156 ACRES
RESOURCE PROTECTION AREA 2	10.722 ACRES
FARM AREA 1	39.695 ACRES
FARM AREA 2	88.214 ACRES
TOTAL ACREAGE OF CONSERVATION EASEMENT	201.287 ACRES

EASEMENT MAP


Survey Map of
Conservation Easement on the
Dennin Property
201.287 acres
Total Conservation Easement Area
Protection Area 1
Protection Area 2
Farm Area 1
Farm Area 2
Homestead Area
Building Envelope
Building Envelope
Building Envelope

Except as otherwise permitted by the easement, all Structures and Improvements must be located within the 9.5 acre Farmstead Area. Agricultural Structures, utilities, and on-farm energy structures may be located outside of the Farmstead Area with prior written consent of the grantee. Grantors may place or construct Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of 1,000 SF without permission of the Grantee, and those that exceed an aggregate footprint of 1,000 SF with permission of the Grantee.

Residential Dwellings are permitted only within the Farmstead Area and shall be subject to the following restrictions:

No more than one single family **Principal Residence** is permitted on the Protected Property. As of the date of the Conservation Easement, there was no residence on the Protected Property. The Principal Residence shall not exceed a Footprint Area of 3,500 square feet and a Height of 35 feet.

No more than two detached **Assessory Residences** are permitted. As of the date of the Conservation Easement, there were no Accessory Residences on the Protected Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence.

No more than two **Accessory Apartments** may be located in within any permitted Structure. If located within a Residential Dwelling, the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits of the Principal and/or Accessory Residences. As of the date of the Conservation Easement, there were no Accessory Apartments on the Protected Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing is permitted provided that detached units do not exceed a Footprint of 1,500 square feet each and height of 25 feet. Farm Labor housing may not be sold separately from the Principal Residence. The Grantor may place up to three Residential Dwelling to be used exclusively for Farm Labor Housing if necessary to conduct Agricultural Operations. These units may be placed on footings or slabs, but not on excavated foundation. They may not exceed a Footprint Area of 1,500 SF and a Height of 25 feet.

Impervious Surfaces shall not exceed 2% of the Protected Property, excluding NRCS approved conservation practices. This limitation does not include public roads or other roads of the owners.

Subdivision - separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. The Protected Property is comprised of four tax map parcels. The Grantor shall maintain such parcels and all interests, under unified ownership as though a single parcel. Lot line adjustments, which do not create additional building lots, are permitted only with the prior consent of the Conservancy.

Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy. All Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy.

HIGHEST AND BEST USE

The highest and best use of a property is that which is both legally and physically possible and yields the maximum economic return over a given period of time. Generally, an analysis of the highest and best use of a property includes four areas of consideration:

1. **Legally Permissible**: Analysis of those uses, which are legally permitted by applicable zoning regulations and not prohibited by special covenants, restrictions, moratoriums, etc.

2. **Physically Possible**: Examination of those legally permitted uses that are considered physically possible after analyzing site characteristics, topography, ingress/egress, availability of utilities, etc.

3. **Financially Feasible**: Analysis of those uses both physically feasible and legally permitted, which will produce the greatest economic return.

4. **Maximally Productive**: Analysis of alternative uses having similar risk characteristics, which will produce the highest land value at this time.

BEFORE THE EASEMENT

Municipal regulations include the zoning code and subdivision regulations. The property is zoned low density residential. Agriculture is a permitted use. The town regulations are typical of municipalities in the county and do not unduly restrict the property.

There is a single 100 wide easement to Central Hudson Gas & Electric that runs along and inside the subject western boundary. This easement is improved with a smaller overhead power transmission line. There are two additional regional overhead power line fee corridors that parallel the subject's western boundary. The Domins are allowed rights of ways and crossings. There is an existing farm road that crosses from the subject to other lands of Domin.

An additional neighborhood power line runs across the interior of the subject easterly tax parcels. There is a single pole on the subject. The availability of power in this location is a property enhancement.

The property has a suburban location in proximity to numerous residential subdivisions that have been developed over the years. It is located several miles from the hamlet of Pleasant Valley and residential subdivisions extending to the northeast of the City of Poughkeepsie. It is located 1 ½ miles (as the crow flies) from Eastdale, the most notable new urban development in the county in recent years.

The property has adequate public road frontage and an interior network of farm roads and woods trails. There are two farm areas with 120 acres of prime soils and/or soils of statewide importance for agriculture, although not all areas are currently farmed. These soils are also commonly used for residential development in the county. Use of the property is restricted by significant wetlands, the presence of a bog turtle population, poor soils and the slopes of the wetland depressions.

A physical analysis indicates the feasibility of multiple house sites. Given the high cost of developing roads and infrastructure, and the difficulty in crossing designated wetlands and floodplain, and the presence of bog turtles, any residential subdivision of the subject would likely be concentrated in the easterly fields off the two public road frontages.

The maximum cul de sac length in the town is 1,250 feet. The minimum lot width at the building line is 200 feet. Given these parameters, two subdivisions of 12 lots @ could be engineered off the public roads. While a development of this nature is infinitely more complicated than as presented, it is simply used to illustrate the development potential of the property. There are multiple other designs that could be created to utilize the more developable parts of the property.

There remains a relatively good market in the region for higher end properties with superior amenities. There has historically been relatively good demand in the region for large tracts of land with amenities such as the subject. Buyers have been purchasing large tracts for residential estates, hobby farms, weekend homes, equine facilities and for private hunting preserves. The subject would appeal to a variety of buyers from this segment of the market. A more limited development as a horse farm(s) or hobby farm(s) is more likely than a small lot residential subdivision.

The current residential real estate market in the town is considered to be relatively strong. The median price of housing increased significantly during and after the covid era, continuing through the date of inspection. The market slowed in 2024/25 with fewer sales, but interest remains relatively strong according to the more active brokers and prices have continued to increase. Real estate agents have also indicated that there is a lack of inventory, which is a common issue in the larger regional and national real estate markets as well.

The market for larger tracts of development land in the subject market area is more nuanced with realtors reporting interest, but relatively few sales. The market has been less dynamic for potential development properties without infrastructure such as municipal water and sewer. Developers are also faced with high costs of gaining approval, extended time periods and the probability of neighborhood opposition.

Financing is available for the purchase and construction of single-family residences and farm buildings from a variety of local and regional lenders. A residential use of the subject would provide a higher value than an agricultural, recreational and forestry use. No other uses were found that would result in a higher economic return.

In my opinion, the highest and best use of the property is a minor subdivision of four lots or less for the development of rural residences as allowed by the Town Zoning Code and Subdivision Regulations; agriculture, commercial forestry and outdoor recreation.

HIGHEST AND BEST USE AFTER THE EASEMENT

The highest and best use of the property is the development of a farmstead complex within the building envelope to include residences and farm buildings as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Protection Areas.

APPRAISAL PROCESS

There are three traditional approaches to estimating value: the income capitalization approach, the sales comparison approach and the cost approach. The sales approach is the preferred method of valuation of vacant land.

The sales comparison approach is a process of comparing prices paid for comparable or similar properties, which have recently sold. The comparable data is then compared to the subject property with an adjustment grid, with appropriate adjustments applied to account for any differences between the comparable sales and the subject. Such differences may involve date of sale, location, zoning, physical characteristics, construction quality, land size, accessibility to utilities, etc.

A before and after method of appraising the property was used to arrive at my estimated easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the property was considered as impacted by the terms of the conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

An extensive search was made for sales of comparable tracts with similar physical characteristics. I used OneKey MLS and the ORPS SalesWeb in my research. McGrath and Company has been in business since the mid-1980s and is well connected with established Realtors. I consulted with several as part of my research. There have been few recent unrestricted or restricted sales of agricultural and forested land in the immediate subject market area. The lack of sales is a dilemma for the appraiser. The subject property is vacant residential and agricultural land with a private forest. A sales comparison approach is the applicable method of valuation. If there are only a few or no sales, appraisal guidance recommends expanding the geographic area of the search and going back in time.

I expanded the time horizon and search to adjoining and nearby towns in the county as a whole and found an adequate number of sales to consider in the before valuation. I reviewed multiple prospective sales of agricultural land and property but disregarded a number of them as they were purchased for different reasons such as a residential estate, sand and gravel operation, solar farm and/or were improved with a multitude of buildings.

After review and analysis of the potential comparable sales I selected four sales to consider in the before valuation and four in the after valuation. Four sales were improved with minor structures such as a barn, or a house in poor condition or a tear down. Four sales were improved with more substantial improvements. The contributory value of the improvements was estimated and deducted from the sale price to indicate the sale price of the land.

Three of the sales used in the analysis were purchased or sold by a land trust and a municipal government. I am familiar with, appraised one of the properties and completed an extraordinary confirmation of the second. They are arm's length transfers between a willing buyer and seller. In the absence of comparable private sales, they provide a good representation of the real estate market for this property type. Conventional appraisal practice is to use sales to land trust and governmental agencies if there are not sufficient private sales. I used a minimum of government/non-profit acquired sales.

VALUATION BEFORE THE EASEMEMT

Few recent sales were found in the immediate subject neighborhood. I broadened the search and researched the surrounding and nearby towns in the county to find sales of comparable property. A number of sales were considered, four of which were considered to be the most comparable. They were considered to be representative of the market.

A six-step procedure for applying the sales comparison was used.

1. Research of the market for recent sales of comparable properties.

2. Verification that the sale data are accurate and that the sales are "arm's-length" transactions.

3. All four sales were improved with residences, barns and misc. buildings. The contributory value was estimated and deducted to indicate the sale price of the land.

4. Determination of the relevant unit of comparison. For this appraisal I used the sale price of the land/acre.

5. Comparison of the comparables to the subject and adjustment of the comparables for differences. I adjusted for differences in property rights conveyed, financing, conditions of sale, market conditions and differences in physical characteristics.

6. Reconciliation of the indications of value into a final value conclusion.

Information pertaining to each sale is summarized in the following tables. Additional information on each sale is included in the Addenda. All four sales were appraised or inspected by Al DeKrey. I used the most illustrative photographs, including photographs available on line to give the reader the most informative representation of the property. The sales were adjusted for differing characteristics in the following adjustment grid.

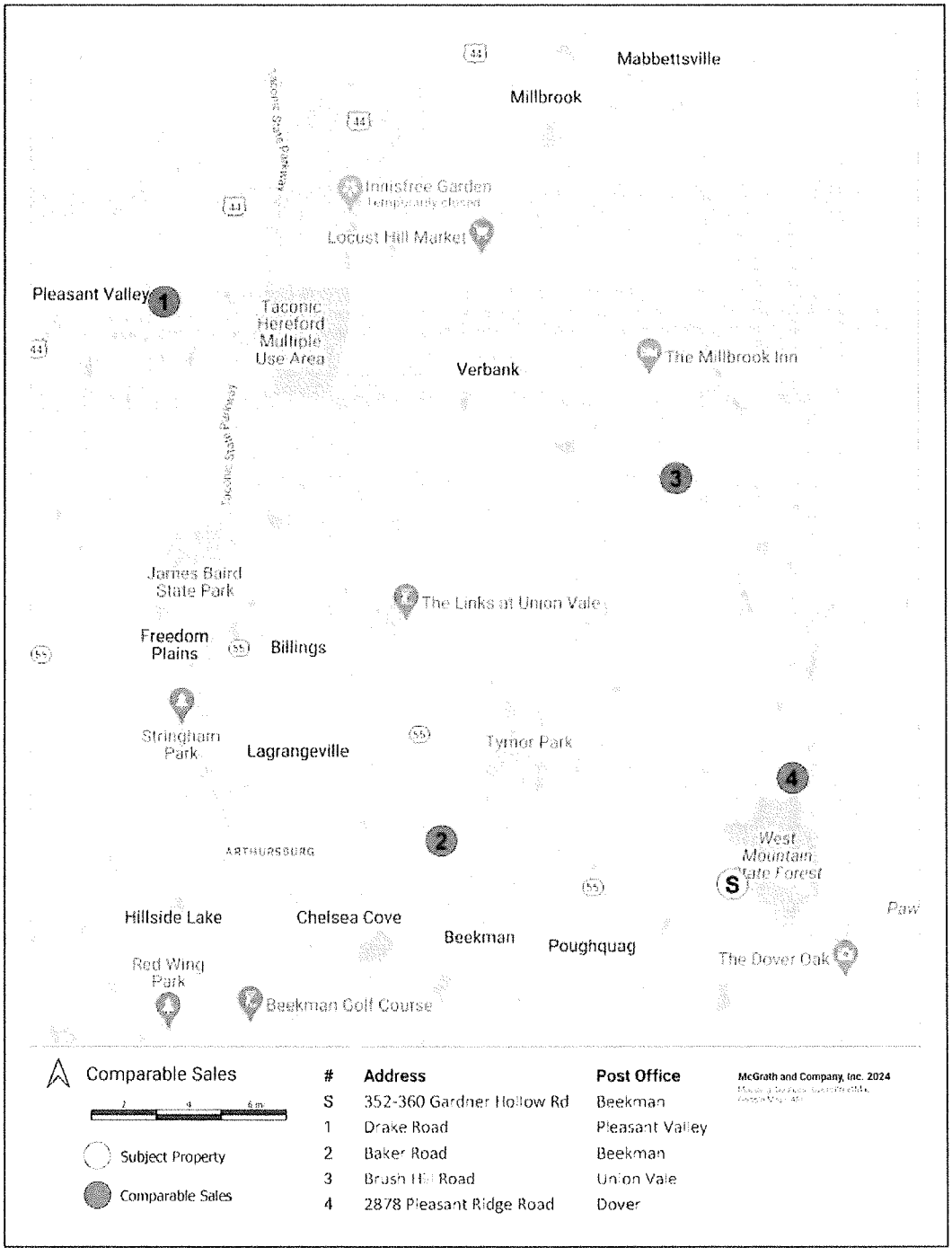
TABLE 1
VALUATION BEFORE THE EASEMENT
PROPERTY OF DOMIN
COMPARABLE FARM LAND SALES SUMMARY

COMPARABLE	SUBJECT	1	2	3	4
GRANTOR/ GRANTEE	DOMIN	DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
TYPE OF PROPERTY	AGRICULTURAL LAND & WOODS	AGRICULTURAL LAND & WOODS	FORMER DAIRY FARM	AGRICULTURAL LAND & WOODS	AGRICULTURAL LAND & WOODS
LOCATION	FREEDOM/ROMBOUT RDS T/LAGRANGE DUTCHESS COUNTY	215 FREEDOM ROAD T/LAGRANGE DUTCHESS COUNTY	353 GRETNA ROAD T/PLEASANT VALLEY DUTCHESS COUNTY	7598-7617 N BROADWAY T/RED HOOK DUTCHESS COUNTY	ACADEMY HILL ROAD T/MILAN DUTCHESS COUNTY
SALE PRICE	NA	$1,500,000	$1,675,000	$1,575,000	$1,600,000
DATE OF SALE (APPRAISAL)	3/2025	8/2022	5/2024	12/2022	8/2023
ACREAGE	201.287	110.16	149.30	108.81	139.51
PROPERTY RIGHTS CONVEYED	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING TERMS	CASH	CASH	CASH	CASH	CASH/CASH EQUIVALENT
CONDITIONS OF SALE	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH
LOCATION	RURAL	SUBURBAN	RURAL/SUBURBAN	SUBURBAN	RURAL
PUBLIC ROAD FRONTAGE (LF)	1,225	1,072	7,925	2,250	5,945
FRONTAGE/ACRE RATIO	6	10	53	21	43
INTERNAL ACCESS	FARM AND WOODS TRAILS	DRIVEWAY AND FARM TRAILS	FARM/WOODS TRAILS & ROADS	PRIVATE ROAD AND FARM TRAILS	FARM AND WOODS TRAILS
ZONING	RESIDENTIAL LOW DENSITY 120,000 SF	RESIDENTIAL MODERATE-DENSITY 80,000 SF	RURAL AGRICULTURE (5 ACRE)	R20,000, AGRICULTURAL BUSINESS DISTRICT (7 ACRE)	A3A (THREE ACRE MINIMUM)
UTILITIES	ELECTRIC & CABLE ALONG RD. PRIVATE WELLS & SEPTICS REQUIRED	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS PRIVATE WELL & PRIVATE SEWER	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS PRIVATE WELL & PRIVATE SEWER	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS MUNICIPAL WATER PUBLIC SEWER IN PROXIMITY	ELECTRIC ALONG RD. AND TO BARN PRIVATE WELL & SEPTIC REQUIRED
OTHER PERTINENT PHYSICAL CHARACTERISTICS					
WETLANDS/FLOOD PLAIN	24% WETLANDS	10% WETLANDS	27% WETLANDS/FLOODPLAIN	6% WETLANDS/FLOODPLAIN	MINOR
SLOPE	ROLLING TO FLAT	FLAT TO ROLLING	FLAT TO ROLLING	FLAT TO ROLLING	ROLLING TO STEEP
SOILS	62% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	90% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	64% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	70% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	30% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE
LAND COVER	40% FIELDS	75% FIELDS	60% FIELDS	50% FIELDS	50% FIELDS & 50% WOODS
AMENITIES					
WATER CHARACTER	STREAMS	NONE	.5 ACRE POND	6 ACRE POND	STREAM
VIEW	GOOD VIEW FROM SW CORNER	OF NEIGHBORHOOD	OF NEIGHBORHOOD	OF NEIGHBORHOOD	GOOD OF COUNTRYSIDE
ABUTS CONSERVED LAND	NONE	NONE	NONE	NONE	NONE KNOWN
IMPROVEMENTS	NONE	FARMSTEAD - HOUSE AND GARAGE/SHOP	FARMSTEAD - RESIDENCE DIARY BARN COMPLEX	FARMSTEAD - 3 RESIDENCES OFFICE, SHOP AND BARN	BARNS
CONTRIBUTORY VALUE OF IMPROVEMENTS	NA	$265,000	$345,000	$200,000	$20,000
INDICATED LAND VALUE	NA	$1,235,000	$1,330,000	$1,375,000	$1,580,000
INDICATED PRICE/ACRE	NA	$11,211	$8,908	$12,637	$11,325

TABLE 2
VALUATION BEFORE THE EASEMENT
PROPERTY OF DOMIN
ADJUSTMENT GRID

	1	2	3	4
PROPERTY	DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
LOCATION	215 FREEDOM ROAD T/LAGRANGE	353 GRETNA ROAD T/PLEASANT VALLEY	ALBANY POST ROAD T/RED HOOK	ACADEMY HILL ROAD T/MILAN
PRICE/ACRE	$11,211	$8,908	$12,637	$11,325
QUANTITATIVE ADJUSTMENTS				
PROPERTY RIGHTS CONVEYED	0%	0%	0%	0%
FINANCING TERMS	0%	0%	0%	0%
CONDITIONS OF SALE	0%	10%	0%	0%
ADJUSTED PRICE	$11,211	$9,799	$12,637	$11,325
MARKET CONDITIONS	14%	4%	12%	8%
ADJUSTED PRICE	$12,781	$10,191	$14,153	$12,231
SIZE	-11%	-7%	-11%	-8%
TOTAL QUANTITATIVE (PHYSICAL)	-11%	-7%	-11%	-8%
ADJUSTED PRICE/ACRE	$11,375	$9,478	$12,596	$11,253
INDICATED RANGE - ALL SALES	$9,478 TO $12,596			
MIDPOINT OF ALL SALES	$11,037			
MEAN OF ALL SALES	$11,175			
QUALITATIVE ADJUSTMENTS				
GENERAL LOCATION	0	0	--	0
ROAD FRONTAGE/ACCESS	--	--	--	--
ZONING	0	+	0	0
UTILITIES	0	0	--	0
LAND QUALITY	--	--	--	+
AMENITIES	--	--	--	--
TOTAL QUALITATIVE ADJUSTMENTS	-- -- --	-- --	-- -- -- -- --	--
INDICATED VALUE DIRECTION	DOWNWARD	DOWNWARD	DOWNWARD	DOWNWARD
CONCLUSION OF VALUE/ACRE	$9,500			
INDICATED VALUE	$1,912,227			

COMPARABLE SALES LOCATION MAP
BEFORE THE EASEMENT



#	Address	Post Office
S	352-360 Gardner Hollow Rd	Beekman
1	Drake Road	Pleasant Valley
2	Baker Road	Beekman
3	Brush Hill Road	Union Vale
4	2878 Pleasant Ridge Road	Dover

VALUATION BEFORE THE EASEMENT
EXPLANATION OF ADJUSTMENTS

The major elements of comparison include the property rights conveyed, the financial terms of each transaction, the conditions or motivations surrounding the sales, changes in market conditions since the sales, the location of the comparables and their physical characteristics. I made both quantitative (dollar or percentage) and qualitative (+ or -) adjustments.

A quantitative adjustment is a numerical adjustment to the indicated value of a comparable property to account for the effect of a difference between two properties on value. A qualitative adjustment is used to indicate that one property is superior, inferior, or the same as another property. If both quantitative and qualitative adjustments are made, quantitative adjustments are made first.

In a market such as the subject's, where sales are few and far between and often differ significantly in legal and physical characteristics, quantitative (percentage) adjustments are difficult to prove with market data. I made the following quantitative adjustments based on available market data. I made the following qualitative adjustments to indicate whether a sale property is superior, inferior, or similar.

Quantitative adjustments

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Size

Qualitative adjustments

- General Location
- Road Frontage/Access
- Utilities
- Zoning
- Land Quality
- Amenities

QUANTITATIVE ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

The first adjustment takes into account differences between the subject property and the comparable property sales with regard to the transferred legal interest. Adjustments are sometimes necessary if sales are being considered in which property rights were transferred that are different from the property rights that are being appraised. All of the sales utilized in this analysis involved the transfer of the fee simple interest. Since we are appraising the fee simple interest of the subject property, no adjustment is required.

FINANCING

The financial terms of a transaction can have an impact on the sale price of a property, if the terms are non-market financing. We analyzed all of the transactions to account for atypical financing terms. To the best of my knowledge, all of the sales used in the analysis were cash or were cash equivalent market-oriented financing. Therefore, no adjustments are required.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Each sale is analyzed to determine whether its sale price was affected by any unusual motivations of the part of the principals. The sales are arm's length transactions. No adjustments are required.

Sale 2 sold on the low side. According to the Realtor, the seller who had purchased the property in November of 2021 experienced a change in life and "just wanted out." It was the Realtors opinion that the list price was low and that the 2021 sale was also on the low side. It was his opinion that the property should have sold for 10% more. The sale was adjusted upward 10% for conditions of sale.

MARKET CONDITIONS

This adjustment is to reflect the effect of the passage of time on the value of real property in the market. Changing market conditions can occur due to a number of factors, such as local, state or federal legal revisions, supply and demand imbalances, economic recession or an economic boom. Each sale is analyzed to determine if the market conditions at the time of sale were similar or different than those that prevail as of the effective date of the appraisal.

While the housing market notably appreciated at a well-documented rapid rate during the time period of the four sales, the land market did not. There has been appreciation but it has been modest. Lacking paired sales to prove a time adjustment, I considered the four sales I used in the original August 2022 appraisal and compared them to the sales used in the current valuation.

In the 2022 valuation I used four sales that closed between 12/2020 and 1/2021. 12/2020 is the midpoint of the range. The unadjusted sale prices per acre ranged from $9,014 to $10,003. The mean of the four sales was $9,554 per acre.

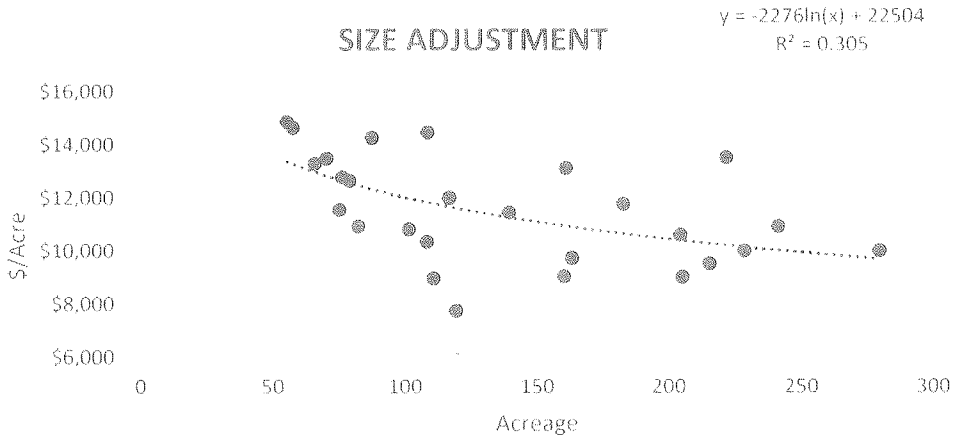
In the current valuation I used four sales that closed between 8/2022 and 5/2024. 6/2023 is the midpoint of the range. The unadjusted sale prices per acre ranged from $8,908 to $13,253. The mean of the four sales was $11,531 per acre.

The difference in price per acre was $1,977 over the 30 months between the two midpoint dates which indicates a market appreciation of 20.7%, or .7% per month. The analysis, although a useful barometer of the market change, indicates a somewhat higher percentage than I have observed. In the adjustment grid I used an appreciation of .5% per month through the end of 2024. Given the economic uncertainties that emerged in 2025, no adjustment was made for 2025.

SIZE

This adjustment is an analysis of the relationship that exists between overall area, or size, and unit value. The adjustment is based on the general rule of thumb of the market, the larger the property size, the lower the unit price, or value, and vice versa. Three sales are smaller than the subject.

I used a bulk paired sales analysis to extract a market adjustment for size. The size adjustment is based on the sale data charted in the graph below. I used the ORPS SalesWeb to identify sales of agricultural and vacant land in Dutchess County. The sales criteria were a minimum size of 50 acres, a maximum size of 300 acres and a sale date of January 1, 2021 through the date of valuation. I further refined the data to chart sales with a price per acre between $7,500 and $15,000. The search identified 27 sales. I used the formula below (interactive in excel) to indicate a price per acre for each of the four sales and adjusted accordingly.



Size	201.287	30	$7,257	
Correlation	-0.485431173	40	$6,646	8.42%
Slopes	-1486.61389%	50	$6,035	9.19%
Intercept	13590.04651	60	$5,424	10.12%
Trendline Marker	$10,598			

Using the trendline marker , the following size adjustments are indicated.

1	2	3	4
DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
-11%	-7%	-11%	-8%

QUALITATIVE ADJUSTMENTS

In the adjustment grid, numerical adjustment factors (with respect to each of the individual categories for which adjustments are made) are applied as follows:

0 denotes a degree of similarity or equality between the comparable sale and the subject property, sufficient to justify no numerical adjustment.

A positive (+) adjustment indicates a degree of inferiority of the sale when compared to the subject property.

A negative (-) adjustment indicates a degree of superiority of the sale, when compared to the subject property.

LOCATION

An adjustment for location is required when the locational characteristics of a comparable property are different from those of the subject property. The subject and sales 1, 2 and 4 are located in somewhat different neighborhoods but in my opinion have similar general locations. An analysis of ORPS SaleWeb data for the past two years indicates a range in average house price of $481,000 to $491,845 for the three comparables. The average house price in the subject Town of LaGrange February was $484,000. The differences are insignificant. No adjustments were made to the three sales.

Sale 3 is located in the Town and Village of Red Hook and has a higher locational value. There were only three sales reported in the SalesWeb data for Red Hook. I further considered the OneKey Local Market Update for the town. The indicated average house price was $585,000 much higher than the subject location. The average house price is likely skewed by multiple sales in the highly successful Traditions in Red Hook, a homeowner's association of detached homes that are selling in a range of $500,000 to $650,000. Based on the market data, I adjusted the sale downward for location.

ROAD FRONTAGE/ACCESS

The adjustment for this category is a combination adjustment which reflects not only the effect of the property's frontage on its market value but also the utility of the frontage and its accessibility. Road frontage facilitates access and subdivision of a property.

The subject has a lower extent of frontage on public roads and/or a lower ratio of frontage to acreage. In addition, the subject lacks the developed driveway accesses and parking areas of the four comparables. All four were adjusted downward.

ZONING

The subject and three comparables require a minimum 80,000 SF to $130,000 (R) SF lot size for a residence. The subject and three comparables are generally similar and not adjusted. Sale 2 requires a minimum of 5 acres (217,800 SF) and was considered more restricted than the subject. The sale was adjusted upward.

UTILITES

Three sales are similar and not adjusted. The houses of sale 3 are connected to village water. At the time of the sale the Town and Village of Red Hook were discussing an extension of village sewer to the property line. The sale was considered superior in availability of utilities and was adjusted downward.

LAND QUALITY

Three physical characteristics were considered: topography, percentage of wetlands and quality of soils. The adjustments for the characteristics are summarized in the table below. The subject and comparables are generally rolling land with relatively minor steep slopes. No adjustments were made. Sale 2 has a significantly higher percentage of wetlands and was adjusted upward. Three sales have higher percentage of good agricultural soil and/or a higher percentage of active fields. They were adjusted downward. Overall, the combined adjustments are neutral for two sales and negative for two sales.

LAND QUALITY ADJUSTMENT

Physical Characteristic	Sale 1	Sale 2	Sale 3	Sale 4
Topography	0	0	0	0
Percentage of wetlands	--	0	--	--
Quality of Soils	--	--	--	+
Combined	--	--	--	0

AMENITIES

This is a general adjustment based on an overall evaluation of amenities such as view, water frontage, etc. Site features such as ponds, lakes or streams, the type of vegetation and the "lay of the land" etc. all play a role in concluding an opinion of the aesthetics and market appeal of a property. Also included in this category are negative amenities such as a visible power transmission line. The subject westerly fields are impacted by three highly visible transmission lines. The sales are not similarly affected, were considered superior in this aspect and were adjusted downward.

VALUATION BEFORE THE EASEMENT
VALUE CONCLUSION

The preceding comparison resulted in a range of indicated values for the subject. This result is logical since for any given offering on the market, a range of possible values or transaction zone, exists in which a deal could be made. Customarily, appraisal practice requires that a single point estimate of value be chosen from the indicated range. The selection is made on the basis of the quality and quantity of data available to the appraiser and the relative comparability of each sale.

The quantitative percentage adjustments ranged from -7% to -11%. After the quantitative adjustments were made, the sales ranged in value/acre from $9,478 to $12,596/acre. The midpoint of this range is $11,037/acre. The mean is $11,175/acre.

The qualitative adjustments were downward for all four sales. The adjustments for sale 3 were considered excessive. The sale was given less weight. In my opinion, the qualitative adjustments indicate a reconciliation at the lower end of the quantitative range.

Based on the analysis, it is my opinion that the market value of the fee simple interest in the subject real property before the imposition of a proposed conservation easement, as of March 20, 2025, was $9,500/acre, or a total value of:

201.287 acres X $9,500/acre = $1,912,227

FACTUAL DATA AFTER ACQUISTION

The legal description is the same as in the before. The neighborhood and property data factors and features are the same.

HIGHEST AND BEST USE AFTER THE EASEMENT

The highest and best use of the property is the development of a farmstead complex within the building envelope to include residences and farm buildings as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Protection Areas.

VALUATION AS PROPOSED TO BE RESTRICTED

A six-step procedure for applying the sales comparison was again used.

1. Research of the market for recent sales of comparable properties.

2. Verification that the sale data are accurate and that the sales are "arm's-length" transactions.

3. Estimated and deducted the contributory value of the improvements to indicate the sale price of the land.

4. Determination of the relevant unit of comparison. For this appraisal I used the sale price of the land/acre.

5. Comparison of the comparables to the subject and adjustment of the comparables for differences.

6. Reconciliation of the indications of value into a final value conclusion.

Information pertaining to each sale is summarized in the following tables. Additional information on each sale is included in the Addenda. All four sales were appraised or inspected by Al DeKrey. I used the most illustrative photographs, including photographs available on line to give the reader the most informative representation of the property. The sales were adjusted for differences in property rights conveyed, financing, conditions of sale, market conditions and differences in physical characteristics in the following adjustment grid. An explanatory narrative follows the summary table and adjustment grid.

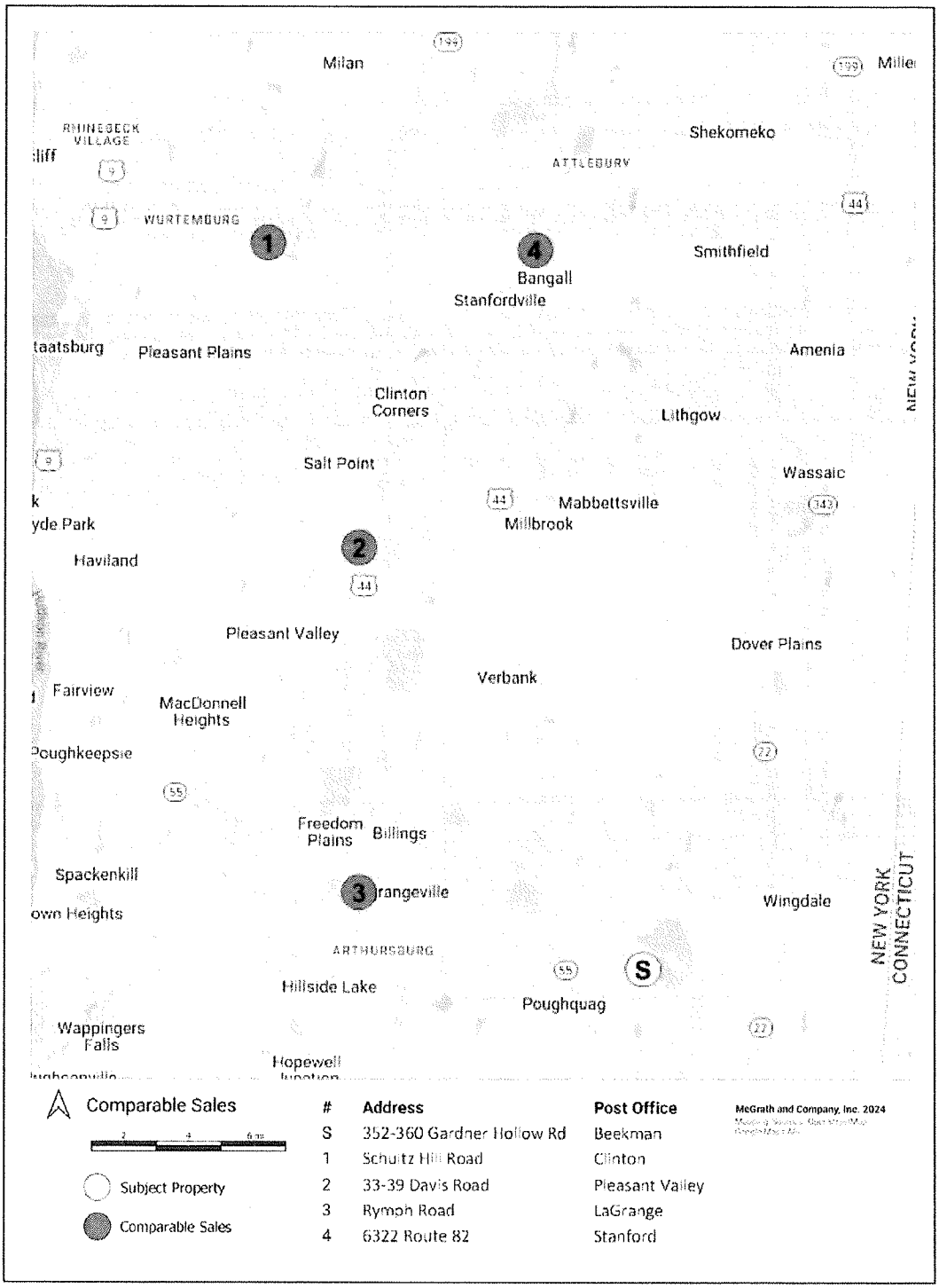
TABLE 3
VALUATION AFTER THE PROPOSED EASEMENT
PROPERTY OF DOMIN
COMPARABLE SALES SUMMARY TABLE

COMPARABLE	SUBJECT	5	6	7	8
GRANTOR/ GRANTEE	DOMIN	FERME FARM LLC TO THE FARM NY LLC	TOWN OF RED HOOK TO HEARTY ROOTS COMMUNITY FARM	KAGAN TO U PARK U PICK LLC	DUTCHESS LAND CONSERVANCY TO MEGILL/ZELMAN
LOCATION	FREEDOM AND ROMBOUT RDS T/LAGRANGE DUTCHESS CO.	6-12 FROG HILLOW ROAD T/BEEKMAN DUTCHESS CO.	7610 NORTH BROADWAY T/RED HOOK DUTCHESS COUNTY	152-158 PROSPECT HILL ROAD T/STANFORD DUTCHESS COUNTY	5427 ROUTE 82 T/WASHINGTON DUTCHESS CO.
SALE PRICE	NA	$1,170,000	$730,000	$825,000	$705,000
PROPERTY RIGHTS CONVEYED	FEE INTEREST SUBJECT TO EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT
FINANCING	CASH	CASH	CASH OR CASH EQUIVALENT	CASH OR CASH EQUIVALENT	CASH
CONDITIONS OF SALE	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH
TYPE OF PROPERTY	AGRICULTURAL LAND PRIVATE FOREST	AGRICULTURAL LAND WITH FARMSTEAD	AGRICULTURAL LAND WITH RES./OFFICE BUILDINGS	AGRICULTURAL LAND WITH BARN IMPROVEMENTS	AGRICULTURAL LAND & WOODS
DATE OF SALE (APPRAISAL)	3/2025	4/2023	12/2023	12/2023	12/2021
LOCATION	RURAL	SUBURBAN	SUBURBAN	RURAL	RURAL
ACREAGE	201.287	194.98	96.723	112.18	109.72
ZONING	RES. LOW DENSITY	R-45	R40 AND AGR. BUSINESS DISTRICT	RR5	R1.5/LC LAND CONSERVATION
PUBLIC ROAD FRONTAGE (LF) FRONTAGE/ACRE RATIO	1,225 6	3,650 19	3,240 33	1,802 16.1	1,365 12.4
WATER CHARACTER WETLANDS/FLOODPLAIN SLOPE SOILS LAND COVER	STREAM AND PONDS 24% WETLANDS/FLOODPLAIN FLAT TO ROLLING 62% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 40% FIELDS	NONE 9% WETLANDS FLAT TO ROLLING 72% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 85% FIELDS	SAWKILL 10% WETLANDS FLAT TO ROLLING 70% PRIME SOILS & SOILS OF STATEWIDE IMPORTANCE 60% FIELDS	STREAMS AND PONDS 35% WETLANDS FLAT TO ROLLING 50% PRIME SOILS & SOILS OF STATEWIDE IMPORTANCE 45% FIELDS AND CLEARINGS	WAPPINGER CREEK 11% WETLANDS FLAT TO ROLLING 45% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 33% FIELDS
VIEW	GOOD OF COUNTRYSIDE	OF COUNTRYSIDE	SIMILAR	OF COUNTRYSIDE	OF COUNTRYSIDE
MUNICIPAL UTILITIES	PRIVATE UTILITIES	PRIVATE UTILITIES	VILLAGE WATER SEWER IN PROXIMITY	PRIVATE UTILITIES	PRIVATE UTILITIES
BUILDING IMPROVEMENTS	NONE	FARMSTEAD	TWO SFR & OFFICE BUILDING	BARNS	BARN
ESTIMATED CONTRIBUTORY VALUE OF IMPROVEMENTS INDICATED VALUE OF LAND	NA NA NA	$230,000 $940,000	$130,000 $600,000	$65,000 $760,000	$15,000 $690,000
LAND PRICE PER ACRE	NA	$4,821	$6,203	$6,775	$6,289
PERMITTED RES. BUILDING ENVELOPES TOTAL RESIDENTIAL BE AREA RATIO OF RESIDENTIAL BE TO TOTAL AREA NUMBER OF RES. BLDGS. PERMITTED	1 9.5 ACRES 5% 1 PRINCIPAL, < 3,500 SF FOOTPRINT	1 16.39 ACRES 8% 1 PRINCIPAL, < 5,000 SF FOOTPRINT	1 3.2 ACRES 3% NO SF CAP	1 SPLIT 6.9 ACRE FARMSTEAD BE 6% 1 PRINCIPAL, < 3,500 SF FOOTPRINT	2 10 ACRES 9% 1 PRINCIPAL, < 4,500 SF FOOTPRINT
AGRICULTURAL BLDGS PERMITTED	SUBJECT TO 2% IMPERVIOUS CAP	SUBJECT TO 2% IMPERVIOUS CAP	YES, SUBJECT TO 2% SF CAP	YES, SUBJECT TO 2% SF CAP	SUBJECT TO 48,000 SF PROPERTY CAP & MAX AGR. STRUCTURE OF 5,000 SF
SUBDIVISION PERMITTED	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	FOR AGRICULTURAL USE WITH PRIOR APPROVAL	NOT PERMITTED
PPR/CONVENANT TO FARM/ OPTION/RIGHT OF FIRST REFUSAL	NA	NONE	PREEMPTIVE PURCHASE RIGHT TO DUTCHESS LAND CONSERVANCY	NONE	NONE
LAND PRICE PER ACRE	NA	$4,821	$6,203	$6,775	$6,289

TABLE 4
VALUATION AFTER THE PROPOSED EASEMENT
PROPERTY OF DOMIN
COMPARABLE SALES ADJUSTMENT GRID

	5	6	7	8
PROPERTY	FERME FARM LLC TO THE FARM NY LLC	TOWN OF RED HOOK TO HEARTY ROOTS COMMUNITY FARM	KAGAN TO U PARK U PICK LLC	DUTCHESS LAND CONSERVANCY TO MEGILL/ZELMAN
LOCATION	6-12 FROG HILLOW ROAD T/BEEKMAN	7610 NORTH BROADWAY T/RED HOOK	152-158 PROSPECT HILL ROAD T/STANFORD	5427 ROUTE 82 T/WASHINGTON
SALE PRICE/ACRE	$4,821	$6,203	$6,775	$6,289
QUANTITATIVE ADJUSTMENTS				
FINANCING TERMS	0%	0%	0%	0%
CONDITIONS OF SALE	0%	0%	0%	0%
MARKET CONDITIONS	10%	6%	6%	12%
SIZE	0%	-12%	-12%	-12%
ROAD FRONTAGE	0%	0%	0%	0%
AMENITIES	0%	0%	0%	0%
TOTAL ADJUSTMENTS	10%	-6%	-6%	0%
ADJUSTED PRICE/ACRE	$5,303	$5,831	$6,368	$6,289
INDICATED RANGE	$5,303 TO $6,368			
MID RANGE	$5,836			
MEAN	$5,948			
QUALITATIVE ADJUSTMENTS				
PROPERTY RIGHTS CONVEYED				
1 - # OF RESIDENTIAL BE'S	0	0	0	--
2 - % OF RES. BE TO TOTAL ACREAGE	--	+	0	--
3 - SF RESTRICTIONS -RESIDENTIAL	0	--	0	0
4 - SF RESTRICTIONS - AGRICULURAL BLDGS	0	0	0	+
5 - SUBDIVISION RIGHTS	0	0	0	0
LOCATION	0	--	--	--
LAND QUALITY	--	--	0	+
TOTAL QUALITATIVE ADJUSTMENTS	-- --	-- --	--	--
INDICATED VALUE DIRECTION	DOWNWARD	DOWNWARD	DOWNWARD	DOWNWARD
CONCLUSION OF VALUE/ACRE	$5,500			
INDICATED VALUE	$1,107,079			

COMPARABLE SALES LOCATION MAP
AS RESTRICTED BY THE PROPOSED EASEMENT



#	Address	Post Office
S	352-360 Gardner Hollow Rd	Beekman
1	Schultz Hill Road	Clinton
2	33-39 Davis Road	Pleasant Valley
3	Rymph Road	LaGrange
4	6322 Route 82	Stanford

EXPLANATION OF ADJUSTMENTS

I again made both quantitative (dollar or percentage) and qualitative (+ or -) adjustments.

QUANTITATIVE ADJUSTMENTS

CONTRIBUTORY VALUE OF THE IMPROVEMENTS

The sales were improved with residences and barns. The estimated contributory value of the improvements was deducted to indicate the price paid for the land.

FINANCING

The financial terms of a transaction can have an impact on the sale price of a property, if the terms are non-market financing. We analyzed all of the transactions to account for atypical financing terms. To the best of my knowledge, all of the sales used in the analysis were cash or were cash equivalent market-oriented financing. Therefore, no adjustments are required.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Each sale is analyzed to determine whether its sale price was affected by any unusual motivations of the part of the principals. The sales are arm's length transactions. No adjustments are required.

MARKET CONDITIONS

This adjustment is to reflect the effect of the passage of time on the value of real property in the market. Changing market conditions can occur due to a number of factors, such as local, state or federal legal revisions, supply and demand imbalances, economic recession or an economic boom. Each sale should be analyzed to determine if the market conditions at the time of sale were similar or different than those that prevail as of the effective date of the appraisal.

I considered the analysis for market conditions detailed in the before valuation (page 53). I again used an adjustment of .5% per month through the end of 2024.

SIZE

This adjustment is an analysis of the relationship that exists between overall area, or size, and unit value. The adjustment is based on the general rule of thumb of the market, the larger the property size, the lower the unit price, or value, and vice versa. Three sales are smaller than the subject. I again considered the size analysis detailed in the before valuation (page 54) and adjusted accordingly. Three sales were adjusted -12% for differences in land area.

ROAD FRONTAGE

The adjustment for this category is a combination adjustment which reflects not only the effect of the property's frontage on its market value but also the utility of the frontage and its accessibility. Road frontage facilitates access and subdivision of a property. An adjustment for road frontage is not typically made in the after valuation, as the development rights have been extinguished.

AMENITIES

A negative adjustment was made in the before valuation to reflect the diminution in value that could be attributed to the three highly visible power transmission lines along the western boundary. No adjustment was made in the after valuation, as the power lines do not overly affect the utility of the adjoining farmland, and in fact add additional acreage as Niagara Mohawk and Central Hudson allow farming within the powerline corridor and easement areas.

QUALITATIVE ADJUSTMENTS

PROPERTY RIGHTS

I made five adjustments for property rights conveyed.

1) **Number of residential building envelopes** – The subject easement allows a single residential building area. Three sales are similar and were not adjusted. The easement of sale 8 allows two residential building envelopes and was considered more liberal. The sale was adjusted downward.

2) **Building Envelope/Site (BE)** – The subject easement allows a 9.5-acre farmstead building envelope, or 5% of the total property area. The easement of sale 7 allows a similar percentage and was not adjusted. The easements of sales 5 and 8 allow larger building envelopes and/or a higher percentage of building area to total acreage. They were adjusted downward. The easement of sale 6 is more restrictive. The sale was adjusted upward.

3) **Single family SF restrictions** – Three sales are similar and were not adjusted. The easement of sale 6 does not cap the residential square footage. The easement was considered more liberal. The sale was adjusted downward.

4) **Agricultural building SF restrictions** – the easement of sale 8 is more restrictive with respect to caps on permitted agricultural structures. The sale was adjusted upward.

5) **Subdivision** – Three sales are similar and were not adjusted. The easement of Sale 7 allows for subdivision for agricultural use, but only with prior approval, which cannot be assumed. The sale was not adjusted.

LOCATION

An adjustment for location is required when the locational characteristics of a comparable property are different from those of the subject property. The analysis of the ORPS SalesWeb and One Key data indicated a superior location for sale 6 in the Town and Village of Red Hook. The Towns of Stanford and Washington are typically considered to have higher values than the LaGrange subject location. All three sales were adjusted downward.

LAND QUALITY

Three physical characteristics were considered: topography, percentage of wetlands and quality of soils. The adjustments for the characteristics are summarized in the table below. The subject and comparables are generally rolling land with relatively minor steep slopes. No adjustments were made. Sale 2 has a significantly higher percentage of wetlands and was adjusted upward. Three sales have higher percentage of good agricultural soil and/or a higher percentage of active fields. They were adjusted downward. Overall, the combined adjustments are neutral for two sales and negative for two sales.

LAND QUALITY ADJUSTMENT

Physical Characteristic	Sale 5	Sale 6	Sale 7	Sale 8
Topography	0	0	0	0
Percentage of wetlands	--	--	+	--
Quality of Soils/% of fields	--	--	0	+
Combined	--	--	+	0

VALUATION AS PROPOSED TO BE RESTRICTED BY A CONSERVATION EASEMENT

CONCLUSION OF VALUE

The preceding comparison results in a range of indicated values for the subject. This result is logical since for any given offering on the market, a range of possible values or transaction zone, exists in which a deal could be made. Customarily, appraisal practice requires that a single point estimate of value be chosen from the indicated range. The selection is made on the basis of the quality and quantity of data available to the appraiser and the relative comparability of each sale.

The net qualitative adjustments ranged from -6% to 10%. The sales indicate a rounded range of $5,303 to $6,368 per acre. The midpoint of the range is $5,836/acre. The mean is $5,948/acre. The qualitative adjustments were downward for all four sales indicating a value of less than the midrange and mean value indicated by the qualitative adjustments toward the lower end of the qualitative adjusted range. Sale 5 was a transfer between related parties, with the sale price established by appraisal. The sale was given less weight.

I gave weight to the remaining sales and concluded a restricted value of $5,500/acre, for a total restricted land value, as of March 20, 2025, of:

201.287 acres X $5,500/acre = $1,107,079

RECONCILIATION AND FINAL VALUE CONCLUSION

In the reconciliation, the difference between the unrestricted property value and the value as proposed to be restricted by easement indicates the market value of the property rights to be acquired through the proposed conservation easement, as of the March 20, 2025 effective date of valuation.

A before and after method of appraising the property was used to arrive at my estimated easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the acreage was considered as impacted by the terms of the conservation easement. The value of the conservation easement is estimated as the difference between the before and after values. My values conclusions are included in the table below.

SUMMARY TABLE OF VALUES

Before Value

201.287 acres @ $9,500/acre = $1,912,227

After Value

201.287 acres @ $5,500/acre = $1,107,079

Value of the Easement	**$805,148**
Easement value per acre	$4,000
Easement value percentage	42.1%
Less Enhancement	$0
Value of the Easement less Ehancement	**$805,148**

Hypothetical Condition of the Appraisal

In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. This hypothetical condition was approved by the NRCS.

Extraordinary Assumptions of the Appraisal

I was not provided any environmental analysis of the property. The value estimates are predicated on the assumption that there is no hazardous material on the property that would cause a loss in value. I am not an expert in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is intended to comply with the reporting requirements set forth under the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. The report is also intended to comply with the Appraisal Standards of a Real Property Appraisal for the Forest Conservation Easements for Land Trusts Program.

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in the report.

The distribution of values estimated herein for land and/or improvements where separately scheduled are values applicable to each such respective element of the subject property under the program(s) of utilization defined herein by virtue of the definition and description of highest and best use. Such individual values may not be applicable under other alternative use programs, and are invalid in conjunction with any other appraisal.

If this appraisal report contains a valuation relating to an estate that is less than the whole fee simple estate, then (i) the value reported for such estate relates to a fractional interest only in the real estate involved, and (ii) the value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

Any sketch(s), map(s), drawing(s), and/or diagram(s) prepared by the appraiser and included in this report have been offered only for the purpose of providing visual assistance. No engineering survey or analysis of the property has been made by the appraiser, and no responsibility is assumed in connection therewith.

If this appraisal report contains a valuation relating to a geographical portion of a larger parcel or tract of real estate, then (i) the value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract, and (ii) the value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The subject property has been considered to have been held under responsible ownership and competent management, unless otherwise specifically stated. In the absence of a statement herein to the contrary, it is assumed that such quality ownership and management will continue for the remaining economic and useful life estimated thereof.

To the extent, if any, that information, estimates, and/or opinions have been obtained from others, and to the extent, if any, that such information, estimates, and/or opinions have been utilized and/or included herein, the source(s) of such information, estimates, and/or opinions may be deemed to have been sound, responsible, and reliable. However, no responsibility or liability thereof is assumed by the appraiser.

Any representation, indication, and/or description herein as to the physical condition and/or content of the unseen, underlying land or the indiscernible improvements included in this report is intended solely as an expression of the general visual impression gained by the appraiser upon inspection of the property. No representation is made as to any technical and/or engineering expertise of such observations, and no technical and/or engineering professional responsibility is assumed thereof, or for any conditions not observable or specifically mentioned herein.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The Client is urged to retain an expert in this field, if desired.

Possession of this report, or a copy thereof, does not confer any right of disclosure as to the value conclusions, identity of the appraiser, or any part of the contents hereof, or of publication, nor may it be used for any purpose by anyone other than the committee without the prior written consent of the appraiser or the committee, and then only subject to such qualification(s) as may be imposed in connection therewith. Exception to this condition is granted for appraisal reports submitted to any court of competent jurisdiction, or other duly constituted official body by, or on behalf of the committee, pursuant to duly instituted legal proceedings.

The appraiser by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

I have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

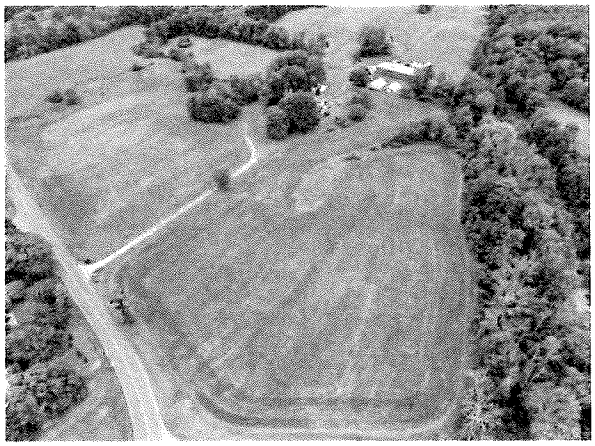
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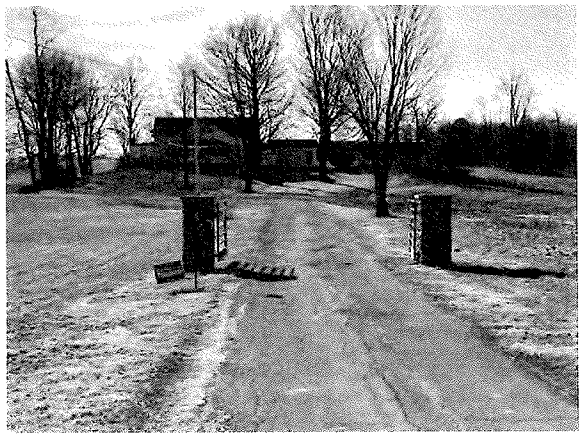
BEFORE THE EASEMENT

Comparable Land Sale #1 – 215 Freedom Road, LaGrange

Property Name	Dandeneau Auto
Tax ID	6461-01-200793
Address	215 Freedom Road
Town/County	LaGrange, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,500,000
Financing	Cash
Date of Sale	08/11/2022
Grantor	Dandeneau Living Trust Estate of Dandeneau
Grantee	215 Freedom Rd, LLC
Liber/Page	2022/52928 2022/52927
Acreage	110.16
Floodplain	None
DEC Wetlands	4.6% DEC Wetlands
NWI Wetlands	5.8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	66% Prime Farmland Soils
Statewide Soil	24% Statewide Important Soils
Land Cover	75% Fields
Topography	5% Steep Slopes
Water Character	10% designated wetlands
View	Of Neighborhood
Abuts Conserved Land	None
Zoning	RMD, Residential Moderate Density 80,000 SF minimum
Road Frontage	1,072 feet
Utilities	Electric & Cable Along Road and to Improvements. Private Well & Private Sewer
Easements	None Noted other than typical for power lines
Improvements	Farmstead – House and Garage/Shop
Verification	Jorge Caraballo, Exp Realty, listing agent
Price/Acre	$13,253 net of improvements
Highest & Best Use	Agriculture with potential for future subdivision and residential development
Comments	Farm property acquired by an investment group on speculation. Optioned to a Syracuse development company in April of 2023. Improved with an older house in poor condition and a usable metal car repair shop of 4,000 SF. The Realtor indicated that the house was a tear down and the shop had a contributory value of $40,000. Indicated land sale price of $1,460,000. Transfer included two deeds.







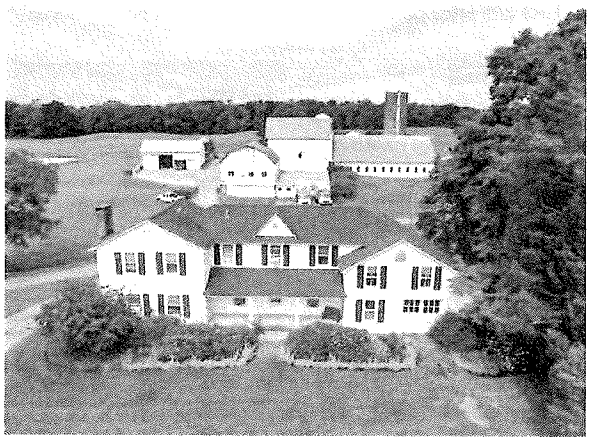
Comparable Land Sale #2 – 353 Gretna Road, Pleasant Valley

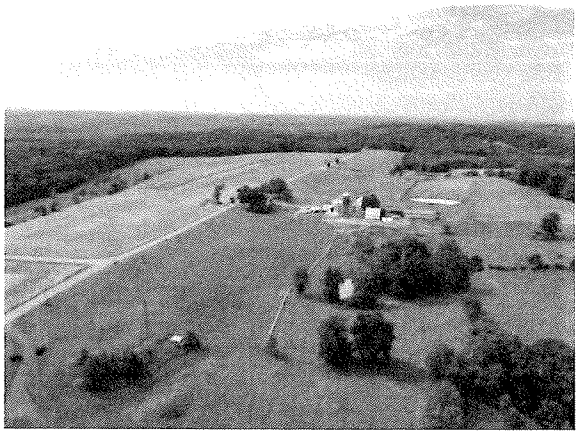
Property Name	Plankenhorn Farm
Tax ID	6364-01-231783
Address	353 Gretna Road
Town	Pleasant Valley, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,675,000
Financing	Cash
Date of Sale	05/30/2024
Grantor	Blue Mud Farm, LLC
Grantee	Danielle Hollenberg & Louis Milazzo
Liber/Page	2024/1712
Acreage	149.3
Floodplain	18% FEMA Flood zone
DEC Wetlands	8% DEC Wetlands
NWI Wetlands	17% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	22% Prime Farmland Soils
Statewide Soil	42% Statewide Important Soils
Land Cover	60% Fields
Topography	6% Steep Slopes
Water Character	0.5 Acre Pond
View	Neighborhood
Abuts Conserved Land	None
Zoning	RA, Rural Agricultural (5 Acre)
Road Frontage	7,925 feet
Utilities	Electric & Cable Along Road and to Improvements Private Well & Private Sewer
Easements	None Noted other than typical power line easement(s)
Improvements	Farmstead - Residence, Dairy Barn Complex
Verification	Oliver Brown, Listing Agent, Houlihan Lawrence
Price/Acre	$8,908 net of improvements
Highest & Best Use	Estate farm
Comments	An historic working farm property with a large two story 1850s farmhouse (2,228 SF) & a vacant 8,655 SF dairy barn complex. According to the Realtor, the house was "crummy." Contributory value of the house estimated at $100 /SF, the barns at $5/SF, for a total contributory value of $345,000, including $30,000 in site improvements. Indicated land sale price of $1,330,000. Prior sale of $1,500,000 on 11/8/2021. Brown was also the sales agent on this sale. He indicated that it sold low both times, by 10%.



Property Coverage	
Flood Zones:	18.0%
NWI Wetlands:	16.9%
DEC Wetlands:	7.5%
Total Wet	27.4%
Steep Slopes:	5.6%

Subject Property
DEC Wetlands
1% Annual Flood
10ft Contour
0.2% Annual Flood
Slopes 15 - 25%
NWI Wetlands
Slopes 25% or more

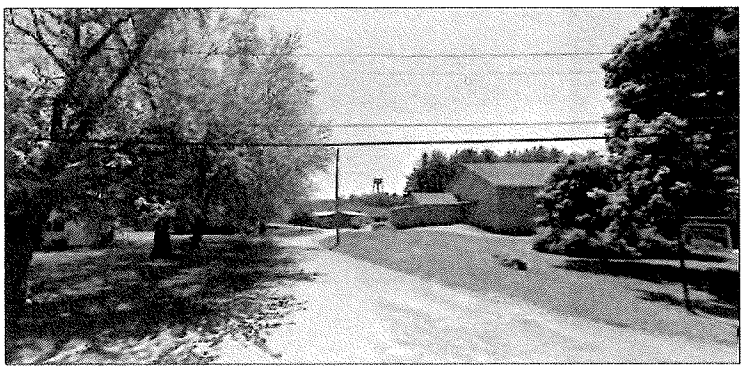




0Comparable Land Sale #3 – Albany Post Road, Red Hook

Property Name	Cookingham Farm East
Tax ID	7 Tax Lots
Address	7598-7617 N Broadway
Municipality	Town and Village of Red Hook
County	Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,575,000
Financing	Cash
Date of Sale	12/11/2023
Grantor	RTC Farm LLC
Grantee	Town of Red Hook
Liber/Page	2024 / 50166
Acreage	108.81
Floodplain	None
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	65% Prime Farmland Soils
Statewide Soil	5% Statewide Important Soils
Land Cover	50% Fields
Topography	5% Steep Slopes
Water Character	6 Acre Pond
View	Neighborhood
Abuts Conserved Land	None
Zoning	R20,000 (V) & ABD (T) 7-acre min.
Road Frontage	2,250 feet
Utilities	Electric & Cable Along Rd and to Improvements, Municipal Water in Proximity
Easements	Right of way to 4.5-acre residential inholding on north end of pond
Improvements	Farmstead - 3 Residences, Office, Shop, and Barn
Verification	Mike Knutson, Scenic Hudson (RTC Farm LLC), Robert McKeon, Town Supervisor & appraisal report.
Price/Acre	$12,637 net of improvements
Highest & Best Use	Residential subdivision (no approvals)
Comments	Purchase by the town to prevent development of housing on prime farmland soils. Scenic Hudson provided soft money, including an appraisal. Purchase price was $25,000 less than the town's appraisal. The town subdivided and retained 12.1 acres for development of affordable housing and sold 96.7 acres to a farmer subject to a conservation easement (sale 6). Town and village were discussing the potential extension of village sewer to the retained 12.1 acres at the time of sale. The improvements were valued at $200,000 in the town's appraisal, indicating a land sale price of $1,375,000.

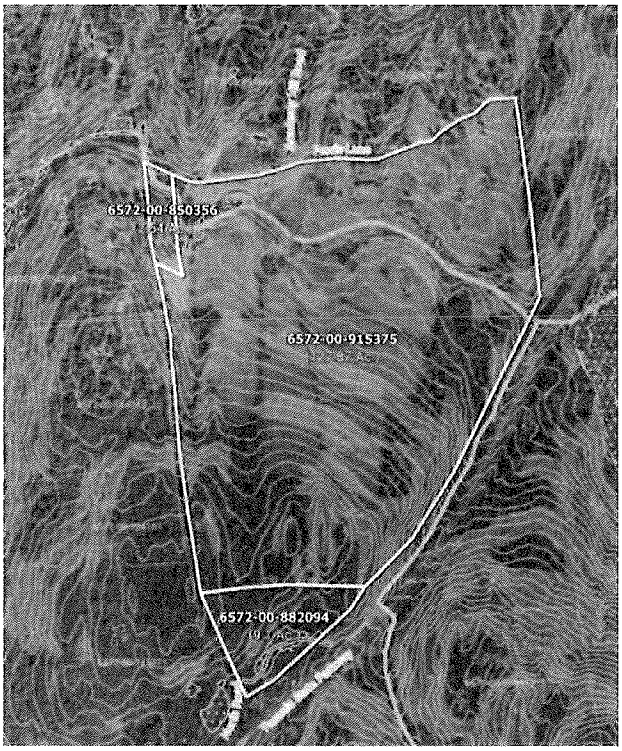






Comparable Land Sale #4 – Academy Hill Road, Red Hook

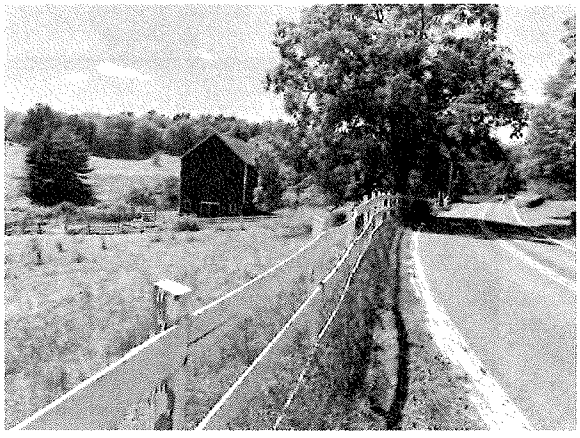
Property Name	Academy Hill Lot 1
Tax ID	6572-00-915375, 850356 & 882094
Address	Academy Hill Road
Town/County	Red Hook, Dutchess
Property Rights	Fee Simple
Arm's Length	Yes
Sale Price	$1,600,000
Financing	Cash or Cash Equivalent
Date of Sale	08/16/2023
Grantor	Jack Grumet & Sue Grumet
Grantee	Andrew Kaufman
Liber/Page	2023 / 52593
Acreage	139.51
Floodplain	None
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	2% NWI Wetlands
Timber	Contributory value not known
Prime Farm Soil	13% Prime Farmland Soils
Statewide Soil	17% Statewide Important Soils
Land Cover	50% Fields & 50% Woods
Topography	32% Steep Slopes
Water Character	Stream
View	Good of Countryside
Abuts Conserved Land	None Known
Zoning	A5A, Very Low Density Residential
Road Frontage	5,945 feet
Utilities	Electric Along Road and to Barn Private Well & Septic Required
Easements	None Noted
Improvements	Two older barns (4,500 SF combined)
Verification	Harry Hill, Listing Agent, Houlihan Lawrence
Price/Acre	$11,325 net of improvements
Highest & Best Use	Estate farm
Comments	Agricultural land of a historic farm located just off the Taconic Parkway. Pastoral landscape with two older barns along the Academy Road frontage. Listed with 3 different RE agencies for $1.695 M to $2.095 M between 11/2020 and 5/2024. All three listings expired, private sale. Contributory value of barns of $20,000. Indicated land sale price of $1,580,000. Grantee previously purchased the associated farmhouse at 575 Academy Hill Road (30.34 acres) in November of 2020 for $1,250,000. Grantee purchased below asking price, no premium as an adjoining property owner was paid.



Property Coverage	
Flood Zones:	0.0%
NWI Wetlands:	2.5%
DEC Wetlands:	0.0%
Total Wet	2.5%
Steep Slopes:	32.0%

Subject Property | DEC Wetlands | 1% Annual Flood | 10ft Contour | 0.2% Annual Flood | Slopes 15 - 25% | NWI Wetlands | Slopes 25% or more

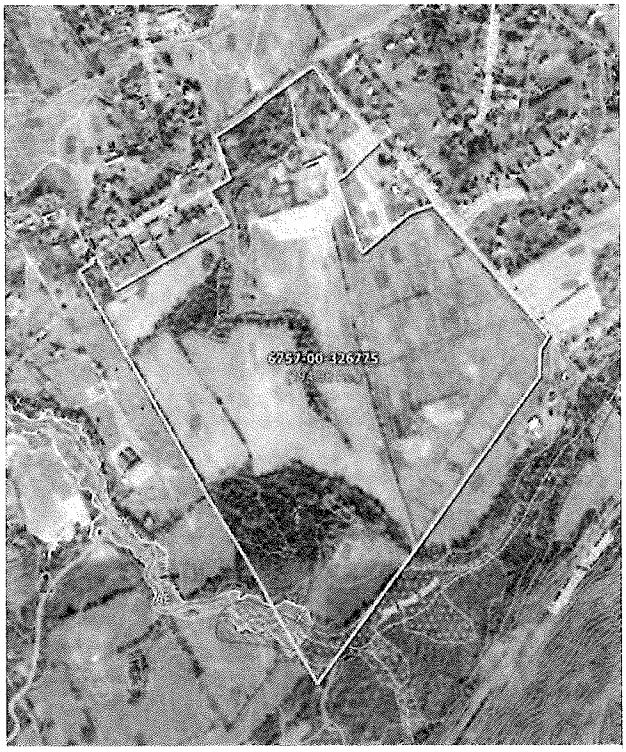


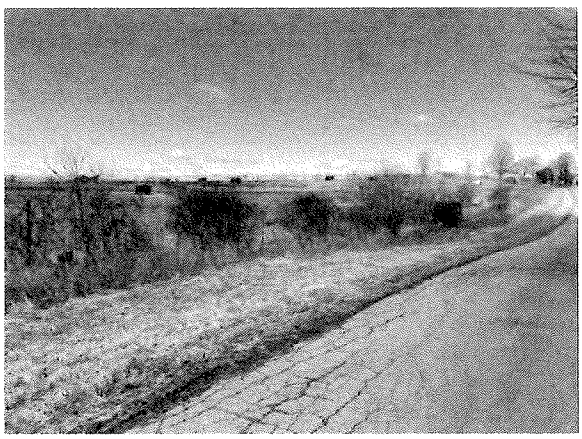


AFTER THE EASEMENT

Comparable Land Sale #5 – 6-12 Frog Hollow Road, Beekman

Property Name	6-12 Frog Hollow Road
Tax ID	6757-00-326775
Address	6-12 Frog Hollow Road
Post Office	Poughquag
Town/County	Beekman, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,170,000
Financing	Cash
Date of Sale	04/25/2023
Grantor	Ferme Farm LLC
Grantee	The Farm NY LLC
Liber/Page	2023 / 1343
Acreage	194.98
Floodplain	1% FEMA Flood zone
DEC Wetlands	1% DEC Wetlands
NWI Wetlands	8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	29% Prime Farmland Soils
Statewide Soil	43% Statewide Important Soils
Land Cover	85% Fields
Topography	5% Steep Slopes
Water Character	None
View	Of Countryside
Abuts Conserved Land	
Zoning	R-45, Residential (45,000 sq ft)
Road Frontage	3,650 feet
Utilities	Private Utilities
Easements	None Noted
Improvements	Farmstead with 2-family residence (2,432 SF) in fair condition and 10,000 SF pole barn (1981)
Verification	Paul Herrington, Farm Credit East, appraiser
Price/Acre	$4,821
Highest & Best Use	Farm
Comments	Rolling farmland with a high percentage of fields in active agricultural use. Grantor and Grantee are related entities, but the sale price was established by appraisal and agreeable to both parties. Restricted by a DLC conservation easement to a single 16.39-acre farmstead building envelope with development limited to one primary residence, accessory residential and farm related structures (including farm labor housing). Subdivision is not permitted. As of right 2% impervious cap. The contributory value of the improvements was estimated by the appraiser at $230,000, indicating a sale price of the land of $940,000.







Comparable Vacant Land Sale # – 7610 North Broadway, Red Hook

Property Name	7610 North Broadway
Tax ID	6272-00-737990 & 795956, 6273-00-674036 and 6272-07-635943
Address	7610 North Broadway
Municipality	Town & Village of Red Hook
County	Dutchess
Arm's Length	Yes
Sale Price	$730,000
Financing	Cash or Cash Equivalent
Date of Sale	12/14/2023
Grantor	Town of Red Hook
Grantee	Hearty Roots Community Farm
Liber/Page	2024 / 50083
Acreage	96.723
Floodplains	None
DEC Wetlands	0.0% DEC Wetlands
NWI Wetlands	10.0% NWI Wetlands
Timber	
Prime Farm Soil	65% Prime Farmland Soils
Statewide Soil	5% Statewide Important Soils
Land Cover	60% Fields
Topography	5% Steep Slopes
Water Character	Sawkill
View	Similar
Abuts Conserved Land	Proposed easement land west of Rt. 9
Zoning	R40 and Agricultural Business
Road Frontage	3,240 feet
Utilities	Village Water, Sewer in Proximity
Easements	None Noted
Improvements	Two SFR & Office Building
Verification	Erin Hoagland, DLC, Mike Knutson Scenic Hudson, Robert McKeon, Town Supervisor, Ken Migliorelli, low bidder, Paul Herrington, Farm Credit East and appraisal report.
Price/Acre	$6,203
Highest & Best Use	Agriculture
Comments	Resale of a portion of the 108.81 acres purchased by the Town of Red Hook (sale #3). Sold by sealed bid. There were two bids, the second came in at $705,000. Restricted by a conservation easement held by the Dutchess Land Conservancy (DLC) that permits a single farmstead building envelope (3.5 acres) and an Agricultural Operations Complex (3.5 acres) that allows only agricultural buildings. 51.9-acre Farm Area, the remainder is Resource Protection and Stewardship Area. The terms of the easement included a preemptive purchase right with a covenant to farm that was not in effect for the town, but would be in effect in any future sale of the property.

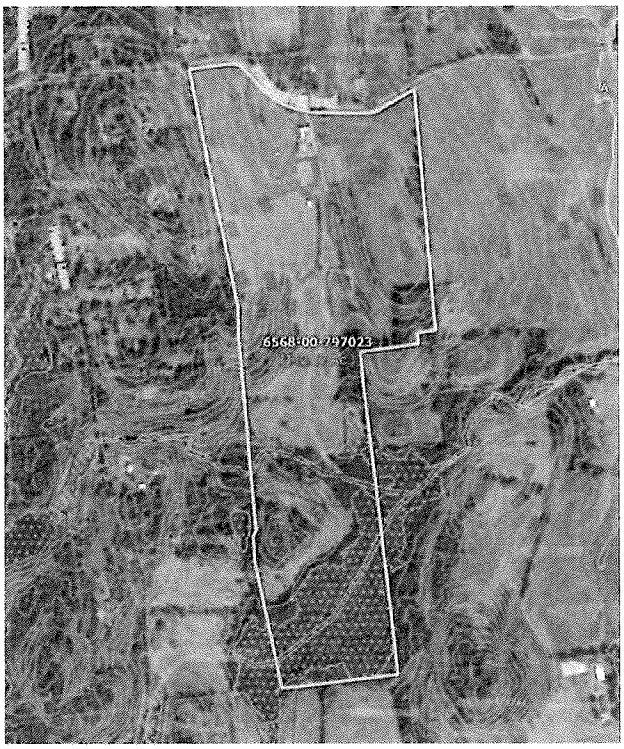






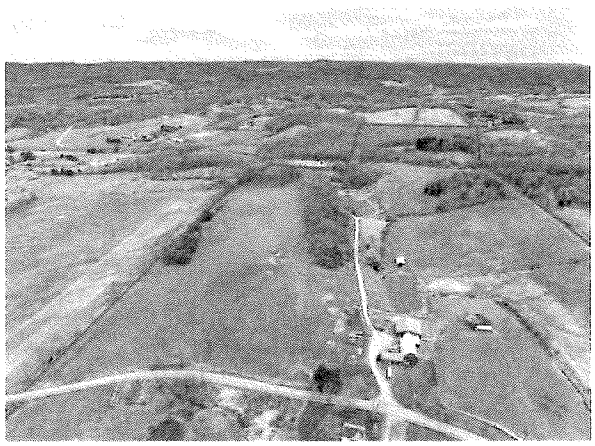
Comparable Land Sale #7 – 152-158 Prospect Hill Road

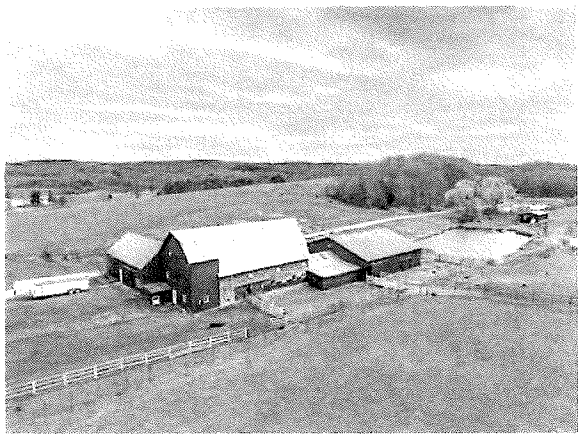
Property Name	Highfield Farm
Tax ID	6568-00-797023
Address	152-158 Prospect Hill Road
Town/County	Stanford, Dutchess
Arm's Length	Dutchess
Sale Price	$825,000
Financing	Cash
Date of Sale	01/11/2024
Grantor	Jonathan H. Kagan
Grantee	U-Park U-Pick, LLC
Liber/Page	22024/724
Acreage	112.18
Floodplains	None
DEC Wetlands	21% DEC Wetlands
NWI Wetlands	17% NWI Wetlands
Timber	Not known, minor contribution
Prime Farm Soil	3% Prime Farmland Soils
Statewide Soil	45% Statewide Important Soils
Land Cover	45% Fields and Clearings
Topography	17% Steep Slopes
Water Character	Streams and Ponds
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RR5 (five-acre minimum lot)
Road Frontage	1,802 feet
Utilities	Private Utilities
Easements	None Noted except typical power lines
Improvements	Large barn complex with a show ring, stalls, room for hay and an office – 6,570 SF. Run-in sheds. 1993 modular residence in fair condition.
Verification	Paula Redmond, Listing Agent, Corcoran Country Living,
Price/Acre	$6,775 net of improvements
Highest & Best Use	Farm
Comments	Sold as a working farm with sheep and cattle. Split 6.9-acre farmstead building envelope with two choices for a residence, limited to 3,500 SF. Upon selection, the second site terminates. Subject to a 48,000 SF property cap and maximum agricultural structure size of 5,000 SF. Can be subdivided for agricultural use with prior approval of the conservancy. Contributory value of the barns estimated at $8/SF, or $50,000 (R). $15,000 contributory value of modular. Total value of improvements is $65,000, indicating a land sale price of $760,000.



Property Coverage	
Flood Zones	0.0%
NWI Wetlands	17.2%
DEC Wetlands	21.0%
Total Wet	24.1%
Steep Slopes	17.2%

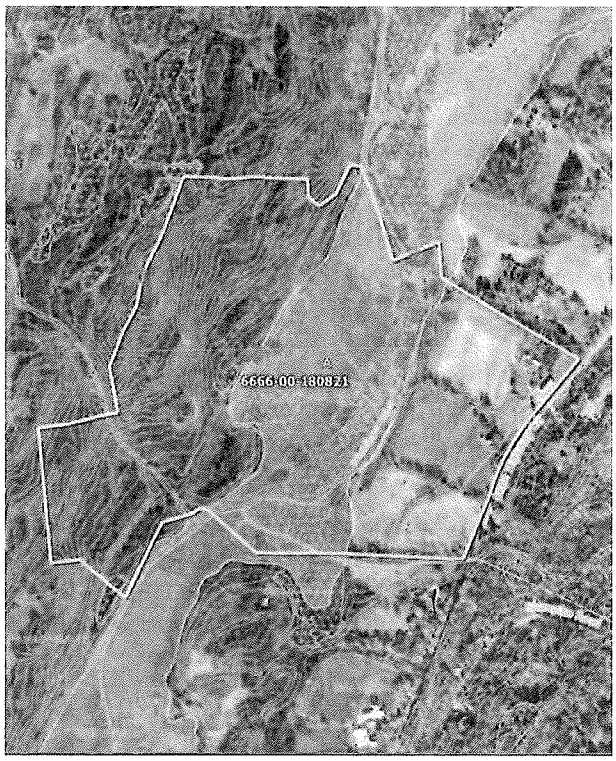
Subject Property
1% Annual Flood
0.2% Annual Flood
NWI Wetlands
DEC Wetlands
10ft Contour
Slopes 15 - 25%
Slopes 25% or more





Comparable Land Sale #8 – 5427 Route 82

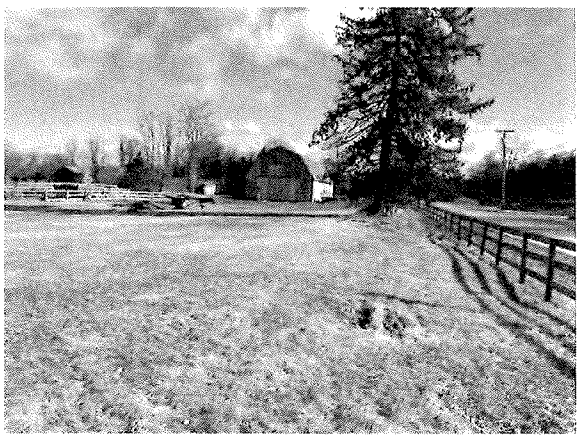
Property Name	5427 Route 82
Tax ID	6666-00-180821
Address	5427 Route 82
Town	Washington
County	Dutchess
Arm's Length	Yes
Sale Price	$705,000
Financing	Cash
Date of Sale	12/17/2021
Grantor	Dutchess Land Conservancy, Inc.
Grantee	Christina Megill & Daniel Zelman
Liber/Page	22021/54912
Acreage	109.72
Floodplains	33% FEMA Flood zone
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	11% NWI Wetlands
Timber	Not known
Prime Farm Soil	14% Prime Farmland Soils
Statewide Soil	31% Statewide Important Soils
Land Cover	33% Fields
Topography	40% Steep Slopes
Water Character	Wappinger Creek
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RL-5, Low Density Residential
Road Frontage	1,365 feet
Utilities	Private Utilities
Easements	None Noted
Improvements	3,024 SF pole barn in avg. condition, several machine sheds in fair condition
Verification	Rebecca Thornton, Executive Director, Dutchess Land Conservancy
Price/Acre	$6,289 net of improvements
Highest & Best Use	Estate farm
Comments	Sale of an endowed property to the Dutchess Land Conservancy. Sold for continued farm use and forestry subject to a conservation easement. Easement allows two building envelopes to be selected by the grantee within a larger designated area. 48,000 SF property cap. Principal residence cap of 4,500 SF. Subdivision not permitted. Contributory value of barn/shed estimated at $15,000 indicating a sale price of the land of $690,000.



Property Coverage	
Flood Zones:	32.9%
NWI Wetlands:	11.3%
DEC Wetlands:	0.0%
Total Wet:	33.8%
Steep Slopes:	39.8%

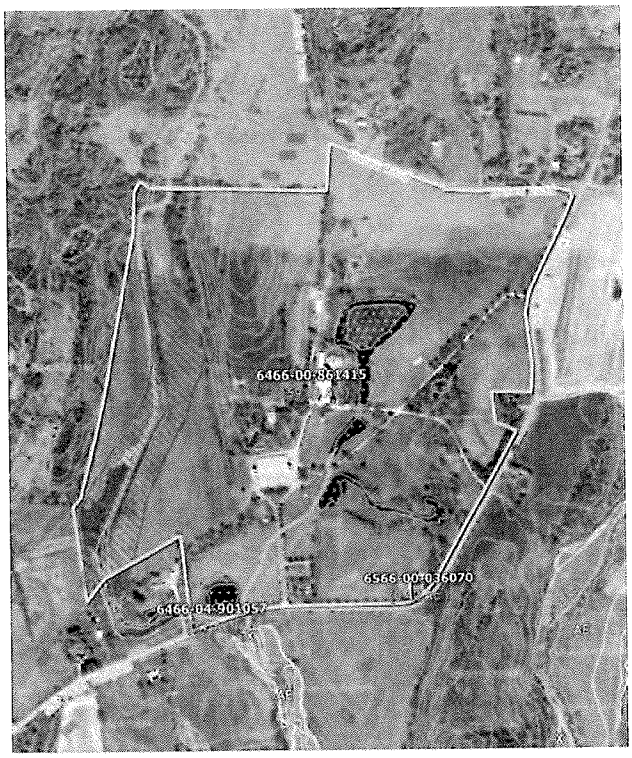
Subject Property
DEC Wetlands
1% Annual Flood
10ft Contour
0.2% Annual Flood
Slopes 15 - 25%
NWI Wetlands
Slopes 25% or more





Comparable Land Sale #X – 2039 Salt Point Turnpike, Clinton

Property Name	2039 Salt Point Turnpike
Tax ID	6466-00-861415 6466-04-901057 6566-00-036070
Address	2039 Salt Point Turnpike
Town	Clinton and Pleasant Valley
County	Dutchess
Sale Price	$1,650,000
Financing	Cash
Date of Sale	06/14/2023
Grantor	Glenmore Farm, Inc. & Patrick F. O'Leary
Grantee	2039 Salt Point Turnpike LLC
Liber/Page	2023/1886 and 1887
Acreage	160.88
Floodplain	None
DEC Wetlands	9% DEC Wetlands
NWI Wetlands	5% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	5% Prime Farmland Soils
Statewide Soil	69% Statewide Important Soils
Land Cover	80% Fields
Topography	8% Steep Slopes
Water Character	Streams
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RA-5 and AR5, Very Low Density Agricultural
Road Frontage	5,560 feet
Utilities	Private Utilities
Easements	None noted other than typical power line easements
Improvements	Farmstead with two residences,
Verification	
Price/Acre	$6,340
Comments	



Property Coverage	
Flood Zones:	0.0%
NWI Wetlands:	5.5%
DEC Wetlands:	9.1%
Total Wet:	14.1%
Steep Slopes:	7.6%

Subject Property
1% Annual Flood
0.2% Annual Flood
NWI Wetlands
DEC Wetlands
10ft Contour
Slopes 15 - 25%
Slopes 25% or more

Photo Not Available

Photo Not Available

PROFESSIONAL QUALIFICATIONS

ALLAN ROBERT DEKREY, MAI

State Certified General Real Estate Appraiser No. 46-8839

Senior Vice-President McGrath & Company

Business	845-896-5777	1028 Main Street P.O. Box 514 Fishkill, NY 12524
E-Mail	al mcgrathandco.com	
Home	6 Huntington Road, Rhinebeck, NY 12572	

Work History

Real estate appraiser and analyst specializing in valuations, market and feasibility studies and related consulting activities in the Mid-Hudson, Catskill, Central Adirondack and eastern New York regions. Background in community planning.

2002 - 2024	Appraiser - McGrath & Company, Inc., Fishkill, New York
1992 - 2002	Appraiser - McGrath, Basciani & Associates, East Fishkill, New York
1987 - 1992	Appraiser - L.T. Bookhout, Inc., Rhinebeck, New York
1984 - 1987	Appraiser - Hines, Price & Hage, Fairbanks, Alaska
1981 - 1984	Assistant Planning Director - Fairbanks Development Authority, Fairbanks, Alaska
1981	Assistant Planning Director - Fairbanks North Star Borough, Fairbanks, Alaska
1977 - 1980	City Planner - Mercer County Energy Development Board and City of Hazen, Hazen, North Dakota

Education

MAI, Chicago, Illinois, 1993

Master's Degree - Graduate Program in Community and Regional Planning, North Dakota State University, Fargo, North Dakota, 1977

Bachelor of Science - Sociology with concentrations in economics and mathematics, University of North Dakota, Grand Forks, North Dakota, 1974

Specialty

Appraisals of
Natural resource and conservation lands
Conservation easements

Professional Memberships and Advisory Boards

Appraisal Related

Appraisal Institute	1991 - 2024
American Institute of Real Estate Appraisers	1985 - 1990
President, Mid-Hudson Chapter	1997
Lawrence D. Benton Award for Exceptional Chapter Service, Mid-Hudson Chapter	1995
Mid-Hudson Chapter Education Committee Chair	1995 - 1996
Board of Directors, Mid-Hudson Chapter	1995 – 1999 2005 – 2006 2013 - 2014
Regional Ethics and Counseling Panel	1993 - 1995

Planning Related

Rhinebeck Village Zoning Board of Appeals	1995 - 2019
Rhinebeck Village Zoning Review Committee	2014 - 2017
Rhinebeck Town Open Space & Affordable Housing Committee	2006 - 2008
Rhinebeck Village Zoning Revision Committee	2004 - 2006
Rhinebeck Village Zoning Revision Committee	1998 - 2001
Rhinebeck Village Master Plan Committee	1988 - 1991
Rhinebeck CAC/Greenway Committee	2001 - 2002
Alaska Planning Association	1982 - 1986
Northern Region President	1984 - 1985
Governor's Recreation Advisory Committee, State of Alaska	1983 - 1986
Fairbanks North Star Borough (FNSB) Transition Team	1985
FNSB Comprehensive Plan Technical Advisory Committee	1983
FNSB Industrial Site Selection Committee	1981
Hazen Recreation Committee	1978 - 1980

LIST OF COMPANY CLIENTS

ENVIRONMENTAL AGENCIES AND LAND TRUSTS

Agricultural Stewardship Association
American Farmland Trust
Audubon Society
Beaverkill Conservancy
Black Rock Forest Consortium
Butternut Association
Champlain Area Trails
Columbia Land Conservancy
Croton Land Conservancy
Delaware Highlands Conservancy
Dutchess Land Conservancy
Friends of the Great Swamp
Hershey Trust
Hudson Highlands Land Trust
Hudson Preserve
Manitoga
Mohonk Preserve
NYC Dept. of Environmental Protection
NY-NJ Trail Conference
NYS Dept. of Environmental Conservation
NYS Office of Parks Recreation & Historic Preservation
Open Space Institute
Orange County Land Trust
Putnam County Land Trust
Saratoga Plan
Scenic Hudson Land Trust
Storm King Art Center
The Conservation Fund
The Nature Conservancy
Trust for Public Land
Wallkill Valley Land Trust
Watershed Agricultural Council
Westchester Land Trust
Winnakee Land Trust
Woodstock Land Conservancy

FINANCIAL INSTITUTIONS

Allied Irish Bank
Astoria Federal Savings Loan Assoc.
Bank Leumi
Bank of America
Bank of New York
Bankers Trust Co.
Barclays Bank of New York
Bayview Financial
Broadway National Bank
Chase Manhattan Bank
Chemical Bank
Citibank, N.A.
CIT Small Business Lending Corp.
Dime Savings Bank
Empire State Bank
European American Bank
FDIC
Fiduciary Trust International
First Pioneer Farm Credit
First Boston Capital Group
First National Bank of New England
First Vermont
Fleet Bank
Fleet Boston Financial
Fleet Capital
Flushing Savings Bank
Fourth Federal Savings Bank
GE Mortgage Group
GMAC
Greater New York Savings Bank
Greenpoint Savings Bank
Greystone Financial
HSBC
Home & City Savings Bank
Hudson United Bank
Hudson Valley National Bank
Independence Bank
Intervest National Bank
JP Morgan Chase
Key Bank of New York
Legg Mason
Lloyds International
Mahopac National Bank
Mellon Bank
Metro Bank
Mid Hudson Valley Savings Bank
Morgan Guaranty Trust Co.
Morgan Stanley
M&T Bank
National Westminster Bank
Park Avenue Bank
PNC Bank
PMC Commercial Trust
Peoples United Bank
Provident Savings Bank
Putnam County Savings Bank
Reliance Bank
Reilly Mortgage Group
Resource Funding Corp.
Riverside Bank
Rhinebeck Savings Bank
Silo Financial
Sleepy Hollow Bank
South Trust Bank, NA
Staten Island Savings Bank
TEG Federal Credit Union
Ulster Savings Bank
Union Savings Bank
Union State Bank
United North Federal Savings & Loan
USA Bank
Valley View Bank
Wachovia Bank
Walden Federal Bank
Warwick Savings Bank
Washington Mutual Bank
Wells Fargo Bank
West Point Credit Union
Westminster Mortgage
Whitehall Capital
Yonkers Savings & Loan

COMMERCIAL & INDUSTRIAL

Adams Fair Acre Farms
All State Insurance
American Cancer Society
American Tack & Hardware
Appraisers & Planners, Inc.
Aries Development, LLC
Baright Enterprises
Bell Atlantic
Big V Corp. (Shoprite)
Carl Zeiss, Inc.
Charisma Holding Corp.
Chrysler Corporation
Consolidated Edison Company of NY Inc
Contrail, Inc.
CS Real Property
Davis Advisors
Durst Organization
Dyson Foundation
Emerald Fund
Entergy Services, Inc.
Enap, Inc.
Exxon Corporation
GDC
Gasho of Japan
General Electric Company
General Foods Corp.
Guardian Self Storage
Gulf Western Industries, Inc.
Helmes Group
Herb Redl Properties
HO Penn
Hipotronics, Inc.
Hoe Ventures
Howard Johnson Company
Hudson Heritage, LLC
Hyatt Hotels
International Tractor
KPMG Peat Marwick, LLP
Laerdal Medical
Lumelite Corp.
Lyme Timber Company
McDonalds Corporation
Melville Corporation
Metropolitan Transportation Authority
Mobil Oil Corporation
NYS Electric & Gas
NYNE Properties
Orange & Rockland Utilities
Henry Page Development, Ltd.
Penn Mutual
Pepsico
Phelps Dodge Industries
Pizza Hut
Precision Valve Corporation
Prudential Serls Realty
Readers Digest
Reichold Chemical
Royal Insurance
Saratoga Wealth Advisors
Shell Oil
Star Industries
Suburban Propane
Suburban Energy Services
Tallix Inc.
Tennessee Gas
Travelers Insurance
Ukranian National Association
Union Carbide Corporation
United Water Corp.
Verizon
W. W. Grainger
WSH Realty Group
Woodstock Resort Corp.

CONSULTING SERVICE TO DEVELOPERS

Alfred Weissman Real Estate Inc.
Baker Properties
Banta Management
Bayswater Development
Cappelli Enterprises
Carlyle Associates
Cedar Hill Development Corp.
Chazen Companies
Corbetta Construction Corp.
Continental Wingate Nursing Home
East Fishkill Developers
Fuller Development Co.
Development Corp.
Grubb & Ellis Hudson Valley Hospital
Heritage Development Co.
William A. Kelly Company, Inc.
Kirchoff-Consigli Construction, Mgt., Inc.
LaSala Investment Company
Lennar Home Builders
Loewen Development Corp.
McNamee Construction
Midland Construction Company
NYNE Properties
Page Development Corp.
Pawling Properties
Peckham Industries
Pizzagalli Development Corp.
Richman Group
Simone Development Company
Sparrow Construction
Thylan Associates
Toll Brothers
Unicorn Developers
Westchester Modular Homes
Wilder-Balter Partners
Yonkers Contracting Corp.

INSTITUTIONAL

Archdiocese of New York
Arlington Central School District
Bard College
Beacon City School District
Benedictine Hospital
Beth Abraham Health Services
Brewster Central School District
Bruderhof Communities in NY, Inc.
Cardinal Hayes Home for Children
Community of the Holy Spirit
Dover Central School District
Fordham University Ginsburg
Green Chimneys, Inc.
Jewish Community Center of Poughkeepsie
Kingston Hospital
Knights of Columbus
Laerdal Medical
Lincoln Hall
Manhattanville College
Marist College
Marymount College
Mid Hudson Library
Mid Hudson Medical ORP
Missionary Oblates of Mary Immaculate
Mount St. Mary College
New York Catholic Diocese
Northern Dutchess Hospital
Pace University
Putnam County Hospital
Saint Lukes Cornwall Hospital
Saint Frances Hospital
Salvation Army
Sloan-Kettering
Vassar Brothers Hospital
Vassar College
Wappingers Central School District

LEGAL

Anderson, Banks, Moore & Curran
Aronauer, Goldfarb, Sills & Re, LLP
Banks, Curran & Schwam, LLP
Banks, Shapiro & Gettinger, LLC
Bleakley, Platt and Schmidt, P.C
Neal Brown, Esq..
Robert Butts, Esq.
Corbally, Gartland & Rappleyea
Cuddy, Feder & Worby
Daniels & Porco, LLP
Danziger, Markoff
Deckert, Price & Rhoads
Edward Doyle, Esq.
Dickover, Donnelly, Donovan & Biagi
Goherty, Geba & Rodd, PLLC
Fair, Fitzgerald & Hershaft , PC
Fullbright & Jaworski
Epstein, Epstein & Epstein
Farrauto, Berman & Fontana
Finger & Finger, P.C.
Fink, Weinberger, Fredman, Berman & Lowell
Gellert & uartarano, P.C.
Gellert & Rodner, PC
Gerstman, Kelson & Coffill
Goodhue Banks & Arons
Griffin, Coogan, Blose & Sulzer, P.C.
Hanig, Hankin, Stall & Caplicki
Hogan & Rossi
Hinman & Carmichael, LLP
Huff & Wilkes
Herman, Katz, Cangemi & Clyne, LLP
Keane & Beane
Bernard Kessler
Levine & Levine
Loeb & Loeb
Berle, Kass and Case
McCabe & Mack
Meiselman, Farber, Stella & Eberz
Millbank, Tweed, Hadley & McCloy
Alan Moeller, Esq.
Morganthau & Green, LLP
Robert Morgenthau
Nourse & Bowles, LLP
Pagones & Cross
Paul, Weiss, Rifkin & Wharton
Joel Russell, Esq.
Joseph St. Onge, Esq.
Shamberg, Marwell Cherneff & Hockerman, P.C.
Satz & Kirshon
Richard M. Sussman, P.C.
Teahan & Constantino
Thatcher, Proffitt & Wood
Van DeWater & Van DeWater
Vergilis, Stenger, Roberts & Pergament
Wallace & Wallace, LLP
Wallace, Wall, Longdore & Jacobs
Warburg, Dillon & Read
John E. Watkins, Esq.
Wiggin & Dana
Wilder Balter
Robert Wolper, Esq.
Wormser, Kiely, Galef & Jacobs, LLP

MUNICIPAL AGENCIES

City of Beacon
City of Mount Vernon
City of Newburgh
City of New York
City of Peekskill
City of Poughkeepsie
City of Rye
City of White Plains
County of Dutchess
County of Putnam
County of Rockland
County of Westchester
Town of Bedford
Town of Blooming Grove
Town of Clinton
Town of Cortlandt
Town of Eastchester
Town of East Fishkill
Town of Esopus
Town of Fishkill
Town of Goshen
Town of Greenburgh
Town of Harrison
Town of Hyde Park
Town of Kent
Town of Lloyd
Town of Monroe
Town of Mount Kisco
Town of Mount Pleasant
Town of New Castle
Town of North Castle
Town of North Salem
Town of Orangetown
Town of Ossining
Town of Patterson
Town of Pawling
Town of Philipstown
Town of Poughkeepsie
Town of Ramapo
Town of Rhinebeck
Town of Rosendale
Town of Rye
Town of Southeast
Town of Somers
Town of Ulster
Town of Wallkill
Town of Wappinger
Village of Ardsley
Village of Brewster
Village of Briarcliff
Village of Bronxville
Village of Irvington
Village of Mount Kisco
Village of Nyack
Village of Pleasantville
Village of Port Chester
Village of Tarrytown
Village of Wappingers Falls
White Plains Urban Renewal
United States Postal Service
NYS Housing Finance

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025154 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DOMIN FARM IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 (Yes) 0 (No)

Abstentions: 0

2025154 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DOMIN FARM IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 14, 2025

PUBLIC SAFETY

RESOLUTION NO. 2025155

RE: AUTHORIZING PAYMENT OF 2022 AND 2023 UNENCUMBERED VOUCHERS FROM 2025 FUNDS FOR THE DEPARTMENT OF EMERGENCY RESPONSE

Legislators FAUST, HOUSTON, D'AQUANNI, and GORMAN offer the following and move its adoption:

WHEREAS, the Commissioner of Emergency Response has advised that he recently received two outstanding invoices from American Tower for Common Area Maintenance charges provided in 2022 and 2023, in the sum of $8,384.66 for which funds were not encumbered before the close out date for voucher submission, and

WHEREAS, the two outstanding invoices are as follows: (1) invoice transaction number 460302251 dated November 20, 2023, in the amount of $4,111.50; and (2) invoice transaction number 460309612 dated March 4, 2024, in the amount of $4,273.16; copies of which are attached hereto, and

WHEREAS, there are encumbered funds from 2024 in the sum of $669.98 which will be applied to the outstanding invoices, as such the total funds needed from 2025 will be $7,714.68; and

WHEREAS, the Commissioner of Finance has advised that the said charges are proper and should be paid; and

WHEREAS, the State Comptroller has, pursuant to County Law Section 362, expressed the opinion that claims for services rendered to a county in an earlier year may be paid in a later year if the contracts were valid when made and if there are monies legally available to be used for such purposes (Opinion 69-686), now, therefore, be it

RESOLVED, that payment from 2025 funds is hereby approved from the following accounts in the amounts indicated:

Line Item No.	Amount
A.3020.4571.63 Rntl/Lse – Real Prop Long T	$7,714.68

CA-099-25
8/20/25
LDF/mar/rjw
G-0148-A
Fiscal Impact: See attached

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 7,714.68

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):
A.3020.4571.63

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $7,714.68
Over Five Years: _____

Additional Comments/Explanation:
The Department of Emergency Response is requesting Legislature approval to process prior year invoices using current year appropriations. No budget amendment is required.

Prepared by: Cynthia W. Halupke, Confidential Administrative Assistant Prepared On: 8/11/2025

Out pdf



AMERICAN TOWER®

American Towers LLC
A Subsidiary of American Tower Corporation
10 Presidential Way
Woburn, MA 01801

BILL TO:

DUTCHESS CTY DEPT OF EMERGENCY RESPONSE
1040 RESERVIOR ROAD
Highland , NY 12528

Invoice

NUMBER	460302251
DATE: 20-NOV-23	PAGE: 1 Of 1
PURCHASE ORDER NUMBER	1/1/2022 - 12/31/2022
CUSTOMER CONTRACT NUMBER	996920
CUSTOMER NUMBER: 21976	LOCATION: 1040 RESERVIO
CUSTOMER SITE NAME	ILLINOIS MOUNTAIN #2
CUSTOMER SITE NUMBER	N/A

TERMS	DUE DATE	ATC LEASE NUMBER	ATC TOWER NUMBER
30 NET	20-DEC-23	996920	00010329
SHIP DATE	**SHIP VIA**	**ATC TOWER STATE**	**ATC TOWER NAME**
		NY	ILLINOIS MOUNTAIN #2

LINE NO.	SITE / PART NUMBER	DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORD.	QUANTITY SHIPPED	UNIT PRICE	EXTENSION
1		2022 CAM REIMBURSEMENT	1		1	4,111.50	4,111.50

REMIT TO:	SUBTOTAL	FREIGHT	SUBTOTAL	TAX	TOTAL
29637 Network Place Chicago, IL 60673-1296	$4,111.50	$0.00		$0.00	$4,111.50 USD

Separately stated transaction tax may be included in accordance with applicable state and local tax laws

American Tower Corporation
Common Area Maintenance Calculation

	Tenant Lease Info
Operating Unit	ATC RENTAL OU
Division	00044 - REN - American Tower Management Inc.
Account	30100
Business Unit	BROADCAST - REGION
State	NY
Customer Name	DUTCHESS CTY DEPT OF EMERGENCY RESPONSE
Customer #	21976
Lease #	996920
Customer Site Name	N/A
Customer Site #	N/A
Lease Number	996920
Parent Customer	
Site Name	ILLINOIS MOUNTAIN #2
Site #	10329
True Up Frequency	Annually
Constraint Type	
Period From	Jan-22
Period To	Dec-22
Description	2022 CAM REIMBURSEMENT

HVAC R & M

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
75452	CENTERLINE COMMUNICATIONS LLC	115112	9-Feb-21	10329		Sales Tax Expense	$72.00		
75452	CENTERLINE COMMUNICATIONS LLC	115112	9-Feb-21	10329		10329	$960.00		
75452	CENTERLINE COMMUNICATIONS LLC	169323	18-Aug-22	10329		Sales Tax Expense	$48.00		
75452	CENTERLINE COMMUNICATIONS LLC	169323	18-Aug-22	10329		10329	$600.00		
HVAC R & M – Totals							**$1,620.00**	**7.69%**	**$124.58**

Operating Insurance

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
	ACV RISK SERVICES NORTHEAST, INC.	N/A	1-Mar-22	Annual Operating Insurance Premium		Annual Operating Insurance Premium	$1,289.06		
Operating Insurance – Totals							**$1,289.06**	**7.69%**	**$99.12**

Repair & Maintenance

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
20105	GROTH DAVID	DAVID	1-Nov-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Nov-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Feb-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Feb-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Mar-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Mar-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Apr-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Apr-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-May-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-May-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Jun-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Jun-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Jul-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Jul-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Aug-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Aug-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Sep-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Sep-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Oct-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1-Oct-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Nov-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1-Nov-22	MONITORING		Sales Tax Expense	$20.00		
20105	GROTH DAVID	DAVID	1 Dec-22	MONITORING		ILLINOIS MTN TW2 RECUR	$250.00		
20105	GROTH DAVID	DAVID	1 Dec-22	MONITORING		Sales Tax Expense	$20.00		
Repair & Maintenance – Totals							**$3,740.00**	**7.69%**	**$287.66**

Utilities

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
	Central Hudson Gas & Electric Co (Central Hudson/NewEnergy/4649	N/A	1-1/2022-12-31/2022	Combined Utility Expense		Combined Utility Expense	$47,316.35		
Utilities – Totals							**$47,316.35**	**7.69%**	**$3,638.63**

Total Calculated Amount	$4,111.50
Pre Billed Amount	$0.00
Total TAR Invoice Amount	$4,111.50



AMERICAN TOWER®

American Towers LLC
A Subsidiary of American Tower Corporation
10 Presidential Way
Woburn, MA 01801

BILL TO:

DUTCHESS CTY DEPT OF EMERGENCY RESPONSE
1040 RESERVIOR ROAD
Highland , NY 12528

Invoice

NUMBER	460309612
DATE	04-MAR-24
PAGE	1 Of 1
PURCHASE ORDER NUMBER	1/1/2023 - 12/31/2023
CUSTOMER CONTRACT NUMBER	996920
CUSTOMER NUMBER	21976
LOCATION	1040 RESERVIO
CUSTOMER SITE NAME	ILLINOIS MOUNTAIN #2
CUSTOMER SITE NUMBER	N/A

TERMS: 30 NET	DUE DATE: 03-APR-24	ATC LEASE NUMBER: 996920	ATC TOWER NUMBER: 00010329
SHIP DATE:	SHIP VIA:	ATC TOWER STATE: NY	ATC TOWER NAME: ILLINOIS MOUNTAIN #2

LINE NO.	SITE / PART NUMBER	DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORD.	QUANTITY SHIPPED	UNIT PRICE	EXTENSION
1		2023 CAM REIMBURSEMENT	1		1	4,273.16	4,273.16

REMIT TO:	SUBTOTAL	FREIGHT	SUBTOTAL	TAX	TOTAL
29637 Network Place Chicago, IL 60673-1296	$4,273.16	$0.00		$0.00	$4,273.16 USD

Separately stated transaction tax may be included in accordance with applicable state and local tax laws

American Tower Corporation
Common Area Maintenance

	Tenant Lease Info
Operating Unit	ATC RENTAL OU
Division	00044 - REN - American Tower Management Inc
Account	30100
Business Unit	BROADCAST - REGION
State	NY
Customer Name	DUTCHESS CTY DEPT OF EMERGENCY [illegible]
Customer #	21976
Lease #	996920
Customer Site Name	
Customer Site #	
Lease Number	996920
Parent Customer	
Site Name	ILLINOIS MOUNTAIN #2
Site #	10329
True Up Frequency	Annually
Constraint Type	
Period From	Jan-23
Period To	Dec-23
Description	2023 CAM REIMBURSEMENT

Operating Insurance

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
	AON RISK SERVICES NORTHEAST, INC.	N/A	1-Jan-23	Annual Operating Insurance Premium		Annual Operating Insurance Premium	$1,385.20		
Operating Insurance – Totals							**$1,385.20**	**9.09%**	**$125.91**

Repair & Maintenance

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
20108	GROTH DAVID	DAVID	1-Jan-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Jan-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Feb-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Feb-23	MONITORING		Sabrix Tax Expense	$20.00		
33903	TESSCO TECHNOLOGIES	9.4E+09	8-Feb-23	706328		706328	$62.79		
20108	GROTH DAVID	DAVID	1-Mar-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Mar-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Apr-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Apr-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-May-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-May-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Jun-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Jun-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Jul-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Jul-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Aug-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Aug-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
110809	TALON AEROLYTICS LLC	23082302	23-Aug-23	716615		Drone Flight at Broadcast Site	$2,650.00		
20108	GROTH DAVID	DAVID	1-Sep-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Sep-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Oct-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Oct-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Nov-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
20108	GROTH DAVID	DAVID	1-Nov-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Dec-23	MONITORING		Sabrix Tax Expense	$20.00		
20108	GROTH DAVID	DAVID	1-Dec-23	MONITORING		ILLINOIS MTN NY2 RECUR	$250.00		
Repair & Maintenance – Totals							**$5,952.79**	**9.09%**	**$541.11**

Shelter R &

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Amt
35483	VECTOR SECURITY INC	71819690	22-Mar-23	723475		723475	$231.00		
35483	VECTOR SECURITY INC	71819690	22-Mar-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	71984725	21-Apr-23	723475		Building 1 and 2 security monitoring and key service for May 2023	$231.00		
35483	VECTOR SECURITY INC	71984725	21-Apr-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72147923	22-May-23	723475		Building 1 and 2 security monitoring and key service for June 2023	$231.00		
35483	VECTOR SECURITY INC	72147923	22-May-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72314332	21-Jun-23	723475		Building 1 and 2 security monitoring and key service for July 2023	$231.00		
35483	VECTOR SECURITY INC	72314332	21-Jun-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72480747	22-Jul-23	723475		Building 1 and 2 security monitoring and key service for August 2023	$231.00		
35483	VECTOR SECURITY INC	72480747	22-Jul-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72645313	22-Aug-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72645313	22-Aug-23	723475		Building 1 and 2 security monitoring and key service for September	$231.00		
35483	VECTOR SECURITY INC	72810512	21-Sep-23	723475		Building 1 and 2 security monitoring and key service for October	$231.00		
35483	VECTOR SECURITY INC	72810512	21-Sep-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72975737	22-Oct-23	723475		723475	$18.48		
35483	VECTOR SECURITY INC	72975737	22-Oct-23	723475		Building 1 and 2 security monitoring and key service for November	$231.00		
35483	VECTOR SECURITY INC	73304262	22-Dec-23	723475		723475	$19.40		
35483	VECTOR SECURITY INC	73304262	22-Dec-23	723475		Building 1 and 2 security monitoring and key service for December	$242.55		
Shelter R & M – Totals							**$2,257.79**	**9.09%**	**$205.23**

Utilities

AP Vendor #	AP Vendor Name	Invoice #	Invoice Date	AP Invoice Description	AP Dist PO #	AP Dist Line Description	Amount	Share Value	Reimb Amt
	Central Hudson Gas & Electric Co		1/1/2023-12/31/2023	2023 Combined Utility Expense		2023 Combined Utility Expense	$37,413.68		
Utilities – Totals							**$37,413.68**	**9.09%**	**$3,400.90**

Total Calculated Amount	$4,273.16
Pre Billed Amount	$0.00
Total TAR Invoice Amount	$4,273.16

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust (C)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison (VC)	Absent	

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ____

Total : 9 (Yes) 0 (No)
Abstentions: 0

2025155 AUTHORIZING PAYMENT OF 2022 AND 2023 UNENCUMBERED VOUCHERS FROM 2025 FUNDS FOR THE DEPARTMENT OF EMERGENCY RESPONSE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 **Yes** 0 **No**

Abstentions: 0

2025155 AUTHORIZING PAYMENT OF 2022 AND 2023 UNENCUMBERED VOUCHERS FROM 2025 FUNDS FOR THE DEPARTMENT OF EMERGENCY RESPONSE

OCTOBER 14, 2025

PUBLIC SAFETY

RESOLUTION NO. 2025156

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

Legislators FAUST, HOUSTON, D'AQUANNI, GORMAN, and CASWELL offer the following and moves its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the Village of Millerton (the "Village") is the rightful owner of a radio communications tower, communications building and real property located at 14 Destiny Lane in the Village of Millerton, and

WHEREAS, by Village Board Resolution No. 2025-41, the Village is authorized to enter into an agreement with the County of Dutchess to lease such space to the Department of Emergency Response, and

WHEREAS, the Department of Emergency Response requests authorization and approval to enter into a Lease Agreement with the Village for the rental of certain space upon the tower necessary for the purpose of a functioning public safety communications system at the tower site, and

WHEREAS, it is necessary for this Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or her designee to execute the agreement, now therefore, be it

RESOLVED, that this Legislature hereby approves the proposed intermunicipal agreement and authorizes the County Executive, or her designee, to execute said inter-municipal Agreement on behalf of the County of Dutchess in substantially the same form as annexed hereto.

CA-115-25; LDF/mar/rjw; R-1090; 09/03/25; Fiscal Impact: See attached

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

DUTCHESS COUNTY SEAL

Dwight Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 26,900.00

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

A.3020.4571.63 Rent
A.3020.4127 Propane
A.3020.4220 Electric
A.3020.4625 Pest Control
A.3020.4612 Repairs to Equip

Related Expenses: Amount $ 8,900

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $ 26,900.00
Over Five Years: $140,064

Additional Comments/Explanation:

The Department of Emergency Response is requesting Legislature approval to enter into an intermunicipal agreement with the Village of Millerton to utilize an existing tower and install transmitters, receivers, filters and other necessary equipment for the county's trunked radio system.

Prepared by: Lynn Marchi, Business Manager Prepared On: 08/29/2025

Dut.pdf

LEASE AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **VILLAGE OF MILLERTON,** a municipal corporation with principal offices located at 5933 N. Elm Avenue, Millerton, New York 12546 (hereinafter referred to as the "LESSOR"), and the **COUNTY OF DUTCHESS**, a municipal corporation, with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "LESSEE/COUNTY").

WITNESSETH:

WHEREAS, the Lessor is the rightful owner of a radio communications tower, communications building, and the real property located at 14 Destiny Lane, Village of Millerton, Dutchess County, New York, bearing tax identification number 133801-7271-14-341478-0000, and

WHEREAS, the Lessee desires to rent space on the top of the water tank for communications equipment and shelter space for the installation of antennas and equipment as set forth herein, and

WHEREAS, the Mayor of the Village has been authorized to execute this Lease Agreement pursuant to Village Board Resolution No. 2025-41, and

WHEREAS, the County Executive has been authorized to execute this Lease Agreement pursuant to Dutchess County Legislature's Resolution No. _____, and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration hereinafter set forth, the parties hereto mutually agree to the following terms and conditions.

1. LEASED PROPERTY. Lessor hereby demises and leases unto the Lessee space at the top level of the water tower for the installation of multiple antenna and transmission lines, as is more particularly identified in Exhibit "A", annexed hereto. In addition, the Lessor hereby leases to the Lessee approximately 230 square feet of secure space within Lessor's abandoned communications building for the purpose of installing transmitters, receivers, filters, and any other equipment necessary for the purpose of a functioning public safety communications system. Lessee will have exclusive rights to the shelter and all future tenants at the site are prohibited from collocating inside the same shelter as the Lessee

In addition to the leased property provided to the Lessee, the Lessee will provide the Lessor with the following:

(1) 6'-6" X 8'-0' concrete equipment pad for a future shed to house Lessor's water monitoring equipment (shed is to be purchased, delivered and installed by the Lessor or their vendors)

(1) 20A-1P Circuit in the main breaker panel of the shelter for the Lessor's water monitoring equipment, this circuit will be tied into the Lessee's generator & ATS for emergency backup power in the event of a power failure.

(1) underground PVC conduit with conductors between the shelter & the new concrete pad.

Lessee will have exclusive rights to the shelter and all future tenants at the site are prohibited from collocating inside the same shelter as the Lessee.

Lessee shall construct all improvements in accordance with the plans approved set forth in Exhibit A.

2. **TERM**. The term of this Agreement is effective as of October 1, 2025, and shall terminate on September 30, 2030, unless otherwise terminated herein, and subject to the terms of the executory provisions contained in paragraph "19" of this Agreement.

3. **RENT**. Lessee shall pay the Lessor rent as full and complete consideration for the services rendered as follows:

Year 1: October 1, 2025 – September 30, 2026, the annual rental amount of Eighteen Thousand and 00/100 ($18,000.00) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 2: October 1, 2026 – September 30, 2027, the annual rental amount of Eighteen Thousand Five Hundred Forty and 00/100 ($18,540.00) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 3: October 1, 2027 – September 30, 2028, the annual rental amount of Nineteen Thousand Ninety-Six and 20/100 ($19,096.20) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 4: October 1, 2028 – September 30, 2029, the annual rental amount of Nineteen Thousand Six Hundred Sixty-Nine and 09/100 ($19,669.09) Dollars, payable in equal monthly installments in advance on the first day of each month; and

Year 5: October 1, 2029 – September 30, 2030, the annual rental amount of Twenty Thousand Two Hundred Fifty-Nine and 16/100 ($20,259.16) Dollars, payable in equal monthly installments in advance on the first day of each month.

4. **OPTION TO RENEW**. Provided the Lease Agreement is in full force and effect and provided the Lessee has met all of the terms and conditions herein, the Lessee has the option to renew this Lease for two (2) additional five-year terms, to be memorialized in a further written Agreement which shall include a breakdown of the annual rent as similarly set forth above in consideration of the following: The annual rent for years six through fifteen shall be increased by three percent (3%) annually on the anniversary date or be adjusted by the published consumer price index as reported for the previous twelve months, which ever percentage is greater.

5. INSTALLATION AND MAINTENANCE. The Lessee shall, at its own cost and expenses, install and make all repairs to its equipment and space located on the Premises. Installation of antennas and transmission lines, or any other work performed upon the communications tower shall be carried out by a communications contracting company experienced in tower antenna work. All work performed by Lessee or its representatives shall be done in a good and workmanlike manner and in accordance with all local, state and federal requirements. Lessee, its employees and agents shall use reasonable care not to disturb or cause damage to any portion of the Premises not subject to this Lease. Additionally, the Lessee's contractor shall be approved in advance, by Lessor, or Lessor's representative. Such approval shall not be unreasonably conditioned or withheld. Lessee shall pay its contractors directly for their services upon submission of statements in a form satisfactory to the Lessee and Lessee shall continuously insure that no lien is placed upon the Lessor's premises. Lessor has the right to demand that Lessee's contractors execute a waiver of lien with respect to work performed on Lessor's premises.

6. INTERFERENCE. Lessor shall have the right to rent space on its antenna tower to any other person or persons desiring its facilities. The Lessee shall not cause, by its transmissions or other activities on the Premises, interference of any kind whatsoever to the Lessor's communications equipment, or to other tenants or Lessees at the facility. Upon Lessor's notification to Lessee that Lessee has caused interference, Lessee shall immediately and work diligently to correct any documented interference. Should said interference resolution require special parts or tools, or be subject to weather delays, Lessee shall continue to work diligently to correct said interference condition. In no case shall interference persist beyond thirty (30) calendar days without written permission of Lessor.

7. TOWER DAMAGE. In the event any portion of the Premises is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty, Lessor may elect to terminate this Agreement.

If any portion of the Premises is in need of repair or is so damaged that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antennae or equipment, Lessee shall, upon written notification to Lessee from Lessor, remove Lessee's equipment. Lessee shall be entitled to a pro-rata refund of its pre-paid rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Lessor be liable for any loss due to business interruption caused by any of the aforementioned circumstances.

8. INDEMNIFICATION.

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the space of which the Premises is a part, by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other Party, or its servants or agents.

In any matter in which indemnification hereunder would violate Section 5-322. I of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify either party for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of their employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the Lessee or Lessor.

The terms set forth in this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE REQUIREMENTS LESSEE:

At all times during the term of this Agreement, the Lessee shall maintain at his own cost the following insurance and shall provide proof thereof to the Lessor, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

a. **Worker's Compensation:** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, Lessor shall provide:
   i. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, OR
   ii. New York State Workers Compensation Notice of Compliance (Form C-105, Form U- 26.3, Form SI-12 or Form SI-105 21).
   iii. In the event that the Lessor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200. OR
   iv. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess Lessee Self-insured Plan.

b. **Commercial General Liability Insurance.** Coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability.

c. **Automobile Liability Insurance.** Coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than $1,000,000. This insurance shall include coverage for bodily injury and property damage.

d. **Excess/Umbrella Liability:** Coverage with limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate.

e. **Fire and property insurance** coverage in an amount sufficient to cover the full insurable value of the leased premises and improvements thereon. Such policy described in paragraph (b) shall contain a clause waiving all right of subrogation against the Lessee

regardless of the cause of the damage or loss. The term Lessee shall include all officers, agents and employees of the Lessee.

The Acord form certificate of insurance must contain the following provisions:

a) The Village of Millerton must be listed as certificate holder and additional insured for the LESSOR on the commercial general, umbrella/excess, and automobile liability policies.
b) In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
c) The commercial general and automobile policies are primary and noncontributory.
d) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the Village of Millerton.
e) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the Village of Millerton by the LESSOR and for the LESSOR by the Village of Millerton.
f) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the other party.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an AM. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an AM. Best financial strength rating of A+ or higher.

Lessee must ensure that all independent contractors accessing Sites for or on behalf of Lessee maintain insurance as separately specified by Lessor.

Lessee agrees to provide a thirty (30) day notice prior to cancellation or material change in any policy required hereunder to the Village at the address listed below:

Village of Millerton
5933 N Elm Ave
Millerton, NY 12546

Increases to and Application of Limits. Following the first five (5) years of the Agreement's Term, if the commercial general liability limits and umbrella liability limits identified above are no longer reflective of then-current industry exposures and Lessor informs Lessee of same, then Lessor and Lessee shall in good faith meet and confer as early as reasonably practicable to mutually agree upon appropriate increases to said limits to cause them to be reflective of then-current industry standards. Such limit increases shall occur no more than once every five (5) years. The insurance requirements set forth herein shall not be construed to limit or otherwise affect the liability of Lessee.

Policies and Certificates. Lessee shall provide certificates of insurance evidencing said coverage to Lessor upon execution of the Agreement and at least annually as the policies renew. Any failure on the part of Lessor to request the required certificates of insurance shall not in any way

be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Lessor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancelation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

10. INTENTIONALLY OMITTED

11. ELECTRIC UTILITIES. Lessee is responsible for all of their own utilities (power, fiber & telephone) at the site and will install their own electrical meter. Lessee will not permit any utility sharing with other tenants at the site. Lessee will cover the cost of powering the Lessor's water monitoring equipment since it is such a low power draw, so long as the use doesn't become excessive. Lessee shall review the Lessor's power draw every quarter to determine whether the use has exceeded a reasonable amount.

12. SERVICE INTERRUPTION. Lessor shall incur no liability to the Lessee for failure to furnish space or electrical power as provided herein, or the rendition of any services, if prevented by acts of God, strike, lockout or other differences with workers or industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood, freeze, explosion or other casualty, compliance with laws, regulations or other governmental restraint, unavailability, shortage or failure of supply, equipment, material or labor, delay in or lack of transportation, breakdown or accident, and any other cause, whether of the kind specifically enumerated above or otherwise, or any other causes beyond its control. Under no circumstances shall Lessor be liable to Lessee for any loss due to aforementioned circumstances and shall only be liable for any amount equal to the pro-rata refund of Lessee's pre-paid rent for the period of interruption if caused by any other circumstances.

13. ACCESS TO PREMISES. The Lessee shall have a non-exclusive right to access to the Premises 24-hours per day, seven days per week, for the purpose of routine and emergency repairs to its equipment. Lessor shall use reasonable efforts to ensure that the Premises are accessible by a four-wheel drive vehicle or ATV or by foot at all times.

14. EMINENT DOMAIN. If the land upon which the Premises are located, is acquired or condemned under the power of Eminent Domain, in whole or in part, such that the Premises are unusable for the purposes set forth in this Agreement, whether by public authority, public utility or otherwise, the terms of this Agreement shall cease and be terminated as of the date title shall have vested in such public authority. Lessor shall be entitled to the entire amount of any condemnation award, except the Lessee shall be entitled to or make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.

15. TERMINATION AND DEFAULT.

Termination with cause: Either party shall give thirty (30) days written notice to the other party to correct any violation of the provisions of this Agreement, including the provision for the payment of rent. In the event the defaulting party has failed to correct said violation within the

period, the aggrieved party may, upon sixty (60) days additional written notice by registered mail, terminate this Agreement. The defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, so long as the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;

Termination without cause: Lessee may terminate this Lease Agreement upon thirty (30) days' notice in writing. The Lessee shall remove its equipment prior to the expiration of the thirty (30) day period at Lessee's sole cost and expense.

If the termination with cause or without cause happens during the initial term, or during any subsequent extension term, LESSEE is no longer responsible for any payments due aside from the last month paid.

16. REMOVAL OF LESSEE'S EQUIPMENT. At the termination of this Agreement, whether it expires by its own terms, or is cancelled by any reason, the Lessee at its own cost and expense, remove all of its equipment and antennae from the Premises within thirty (30) days following such termination and shall restore the Premises to substantially the same condition as existed prior to installation by Lessee, normal wear and tear excepted. If Lessee fails to remove its equipment and antennae as required, Lessee shall be deemed to have abandoned same and Lessor may remove and dispose of such equipment and antennae as it elects. Lessee shall pay Lessor for the actual costs of such removal and disposal, including without limitation, any legal fees incurred by Lessor.

17. RULES AND REGULATIONS. The Lessee shall comply with all reasonable rules and regulations annexed hereto as Exhibit "B" as may be imposed by the Lessor, including but not limited to maintaining its equipment in a reasonable and safe manner. In addition, the Lessee must comply with all local, state, and federal laws, including the proper licensing of its operational frequencies at the facility and the posting of safety signs as required by law.

18. ASSIGNMENT OR SUBLET. The Lessee shall not assign this Agreement nor sublet any or all of the leased facilities.,

19. LESSEE EXECUTORY CLAUSE. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of monies available to the County for the performance of the terms hereof and that in the event that the Dutchess County Legislature fails to appropriate funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement, and no liability on account thereof shall be incurred by the Lessee beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

20. INTERPRETATION. This Lease Agreement shall be subject to interpretation of the laws and rules of the State of New York.

21. MODIFICATION. No modification of this Lease Agreement shall be effective unless in writing and signed by the then authorized representative of both parties.

22. NOTICE. Any notice required or desired to be given or served by either party to this Lease Agreement shall be deemed to have been given or served by either party to this Lease Agreement when made in writing and mailed, by certified or registered mail, postage prepaid, addressed as follows:

If to Lessor:	If to Lessee:
Supervisor Village of Millerton 5933 N. Elm Avenue Millerton, NY 12546	Commissioner Dutchess County Department of Emergency Response 392 Creek Road Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice provided, however, any notice changing the address to which rent payments are to be directed must be received by the Lessee at least ten (10) business days prior to the date when such change is to be effective.

23. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity legality -and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. NO ORAL AGREEMENTS. There are no oral agreements, representations or warranties between the parties hereto affecting this Lease Agreement and this Lease Agreement supersedes and cancels any and all other previous representations, negotiations, arrangements, and understandings, if any, between the parties hereto with respect to the subject matter hereof, and shall not be used to interpret or construe this Lease Agreement.

25. LEASE BINDING ON HEIRS, SUCCESSORS, ETC. All the terms, covenants, and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. The relationship created hereunder is solely one of Lessor and Lessee.

26. CAPTIONS. The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Lease Agreement nor in any way affect the terms hereof.

27. NON-WAIVER. Failure to enforce any rights, options or privileges under any provision of this Lease Agreement shall not be deemed a waiver thereof and shall not preclude such

enforcement on any subsequent occasion. Further, the failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.

28. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules (CPLR), both parties hereby consent to service of process by registered or certified mail, return receipt requested. Service hereunder shall be complete upon actual receipt of process or upon the receipt of the return thereof by the United States Postal Service as refused. The parties must promptly notify each other, in writing, of each and every change of address to which service of process can be made. Service to the last known address shall be sufficient. A party will have thirty (30) calendar days after service is complete in which to respond.

29. RECORD. The Lessee may record a Memorandum of Lease Agreement. The Lessor shall cooperate with the Lessee to accomplish such.

30. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Lease Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

31. BINDING. This Lease Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Lessor at the address indicated in the introductory paragraph of this Lease Agreement.

32. PROJECT FINANCING AGREEMENT: This Lease Agreement is subordinate to the Project Financing Agreement dated January 1, 2025 between the Village of Millerton and the New York State Environmental Facilities Corporation. Lessee agrees not to interfere with any such financing as set forth between Lessor (Village of Millerton) and the New York State Environmental Facilities Corporation.

33. ACKNOWLEDGMENT OF OTHER LESSOR LEASES: Lessee acknowledges the existence of a lease agreement between Lessor and Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless dated June 8, 2010 and a lease agreement between Lessor and Dutchess County Cellular Telephone Co., d/b/a Cellular One, dated November 10, 2000, and further agrees not to interfere with such leases. This Lease Agreement between Lessor and Lessee is subject to the Verizon Wireless lease and the Cellular One lease, but no part of such agreements shall be read to require or obligate this Lessee (the County) to have accepted any rights, obligations, or responsibilities imposed on Lessor (Village of Millerton) through those Agreements.

34. ENTIRE AGREEMENT. The terms of this Lease Agreement, including its attachments, riders and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Lease Agreement shall be effective only if evidenced by a subsequent writing, which is executed and acknowledged by the parties with the same formalities accorded this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2025.

APPROVED AS TO FORM:

_____
Dutchess County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino
County Executive

APPROVED AS TO CONTENT:

_____
Department of Emergency Response
By: _____
Title: _____

VILLAGE OF MILLERTON:

By: _____
Jennifer Najdek, Mayor

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 28 day of August, 2025, before me, the undersigned, personally appeared **Jennifer Najdek, Mayor** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lisa M Cope
Notary Public

Lisa M. Cope
Notary Public, State of New York
Reg. No. 01CO6293712
Qualified In Dutchess County
Commission Expires Dec. 16, 2025

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared **Susan J. Serino, County Executive**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

VILLAGE OF MILLERTON

5933 N ELM AVENUE
MILLERTON, NY 12546
PHONE 518-789-4489
FAX 518-789-6764
E-MAIL clerk@villageofmillerton-ny.gov

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

WHEREAS, the County of Dutchess ("Dutchess County") has proposed to lease a portion of the Village of Millerton water tank and associated property for the installation of an emergency services antennae, which Premises is more specifically described in the form of Lease Agreement on file with the Village Clerk ("Agreement"); and

WHEREAS, Dutchess County will utilize space that was previously used by another telecommunications provider; and

WHEREAS, pursuant to 6 NYCRR 617.5(c)(26), routine or continuing agency administration is a Type II action under the State Environmental Quality Review Act; and

WHEREAS, the Village Board, after due deliberation, finds it in the best interests of the Village to enter into said Agreement.

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Millerton, Dutchess County, New York (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. The Village Mayor is hereby authorized and directed to execute the Lease Agreement in substantially the form on file with the Village Clerk, with such changes as shall be approved by the Village Mayor and which do not affect the substance thereof.

2. The Village Mayor, Village Clerk, and the Village's other officers, employees and agents are hereby authorized and directed for, and in the name and on behalf of the Village, to do all acts and things required or provided by the provisions of the Lease Agreement.

3. This Resolution shall take effect immediately.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Millerton, Dutchess County, New York was convened in public session at the Village Hall, 5933 N. Elm Avenue, Millerton, New York on August 26, 2025 at 6:00 p.m., local time.

The meeting was called to order by Mayor Najdek, and, upon roll being called, the following members were:

PRESENT:

Jennifer Najdek	Mayor
Matthew Hartzog	Deputy Mayor
Matthew Soleau	Trustee
Katie Cariello	Trustee
David Sherman	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee Sherman, seconded by Trustee Soleau, to wit;

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Jennifer Najdek	VOTING AYE
Matthew Hartzog	VOTING AYE
Matthew Soleau	VOTING AYE
Katie Cariello	VOTING AYE
David Sherman	VOTING AYE

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Millerton, Dutchess County, New York (hereinafter called the "Village") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 26th day of August, 2025 and entitled:

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Village Board was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Village Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 28th day of August, 2025.

-SEAL-

Village Clerk

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust (C)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison (VC)	Absent	

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ____

Total : Yes 9 No 0
Abstentions: 0

2025156 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present:	19	**Resolution:**	✓	**Total :**	19	0
Absent:	6	**Motion:**			**Yes**	**No**
Vacant:	0			**Abstentions:**	0	

2025156 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

OCTOBER 14, 2025

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025157

RE: AMENDING RESOLUTION NO. 2024113 AS AMENDED BY RESOLUTION NO. 2024172 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2024

Legislators CASWELL, HOUSTON, MC HOUL, and GORMAN offer the following and move its adoption:

BE IT RESOLVED, that the County of Dutchess hereby establishes the following as standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employee's Retirement System, based on the record of activities maintained and submitted by these officials to the clerk of this body: See attached schedule.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

BACKGROUND TO RESOLUTION NO. 2025xxx

TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	DAYS/MONTH (Based on Record of Activities)	NOT SUBMITTED	PAY FREQUENCY
Page, Nick	County Legislator	1/1/2024-12/31/2025	6	1.78		Monthly

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni	Absent	
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	9	**Resolution:**	✓	**Total :**	9	0
Absent:	3	**Motion:**	___		**Yes**	**No**
Vacant:	0			**Abstentions:**	0	

2025157 AMENDING RESOLUTION NO. 2024113 AS AMENDED BY RESOLUTION NO. 2024172 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2024

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19
Absent: 6
Vacant: 0

Resolution: ✓
Motion: ___

Total : 19 Yes | 0 No
Abstentions: 0

2025157 AMENDING RESOLUTION NO. 2024113 AS AMENDED BY RESOLUTION NO. 2024172 ESTABLISHING STANDARD WORKDAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2024

OCTOBER 14, 2025

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025158

RE: APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE FOR FF&E AND TECHNOLOGY REPLACEMENTS AND UPGRADES

Legislators CASWELL, HOUSTON, D'AQUANNI, MC HOUL, GORMAN, VALDÉS SMITH, and KAUL offer the following and move its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for FF&E and Technology Replacements and Upgrades with a total estimated cost of $500,000 to the SUNY Office for Capital Facilities (hereinafter the "Project"), and

WHEREAS, upon approval by the SUNY Board of Trustees, the Project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2026-2027 budget cycle, and

WHEREAS, State funds would cover the State share (50%) of this Project, and

WHEREAS, Dutchess County's sponsor share of 50% of this Project, which is $250,000, shall be funded through the College's Capital Chargeback Funds, now, therefore, be it

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share (Chargeback Revenue)
FF&E and Technology Replacements And Upgrades	$500,000	$250,000	$250,000

CA-104-25
CEB/mar/rjw
G-0113-B
9/2/25
Fiscal Impact: See Attached

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____

Nature/Reason:
Capital Project: FF&E and Technology Replacements and Upgrades

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:
Sponsor share of this project will be funded through the College's Capital Chargeback Funds.

Prepared by: Lisa Keto Prepared On: 8/26/25

DUTCHESS
COMMUNITY COLLEGE

MEMORANDUM

To: Susan Serino, Dutchess County Executive

From: Dennis Dintino, Vice President for Finance and Administration

Subject: Capital Project Resolution – FF&E and Technology Replacements and Upgrades

Date: August 26, 2025

Dutchess Community College is requesting a resolution be presented for legislative approval for FF&E and Technology Replacements and Upgrades. The project is being requested at this time in order to meet the SUNY Capital Request deadline for inclusion in the NYS Budget Appropriations for 2026-2027. SUNY requires the resolutions before December 15, 2025.

This project provides funding for the acquisition of classroom and office technology equipment, laboratory equipment, furniture campus wide (including office furniture, desks, tables and chairs) and plant operations equipment (including trucks, mowers, and other operations equipment).

Increasingly, the power of a DCC education relies on our ability to offer students an education that provides skills that will serve them well in employment and more advance learning, experiences that will complement learning and hone pathways that prepare them for in-demand and well-paying jobs, and offer credentials that demonstrate to employers, baccalaureate and other institutions their readiness for certain career and learning pathways. Modern technology and spaces are essential to enhance pedagogy. To ensure the DCC's physical assets are up-to-date, the ongoing investment in technology, laboratory facilities, maintenance and replacement of classroom and office furniture and plant operations equipment is crucial. Up-to-date furniture, equipment, and facilities make the college more modern and attractive to students, which is a significant factor in the enrollment decisions families make. In the current competitive higher education environment, it is not enough to offer the lowest tuition in our sector, we must be able to compete on multiple levels, including facilities. The ability to address these FF&E, technology replacements and upgrades will improve DCC's competitive advantage in recruiting more of local college-age prospects, thereby address an important performance objective to grow and retain more local talent to support economic and workforce development.

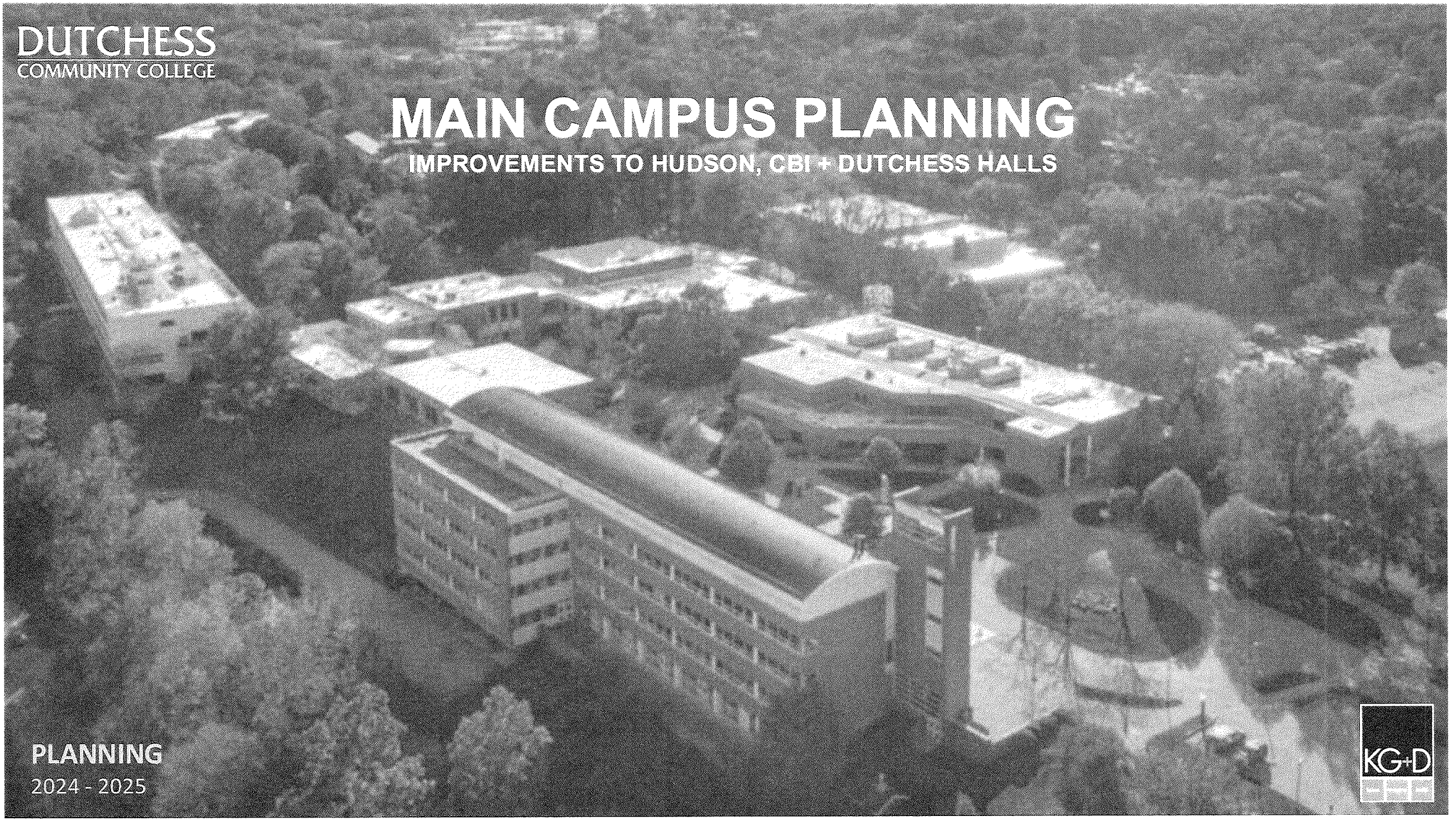
The total estimated cost of the project is $500,000. The sponsor share of the project, $250,000, will be funded through the College's Capital Chargeback Funds.

Thank you.

DUTCHESS
COMMUNITY COLLEGE

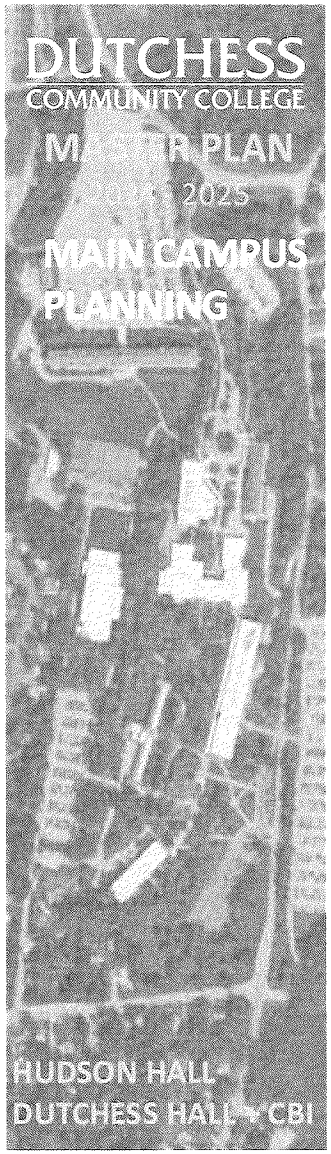
MAIN CAMPUS PLANNING

IMPROVEMENTS TO HUDSON, CBI + DUTCHESS HALLS



PLANNING
2024 - 2025

KG+D



Campus Transformation Project

Timeline

Feasibility study completed……Summer 2025

Steps to start design phase

- Pre-proposal meeting for Design firms-over 40 firms…..August 15, 2025
- Design firms' bids due……September 17, 2025
- Design firm selection approved by Board of Trustees…October 28, 2025

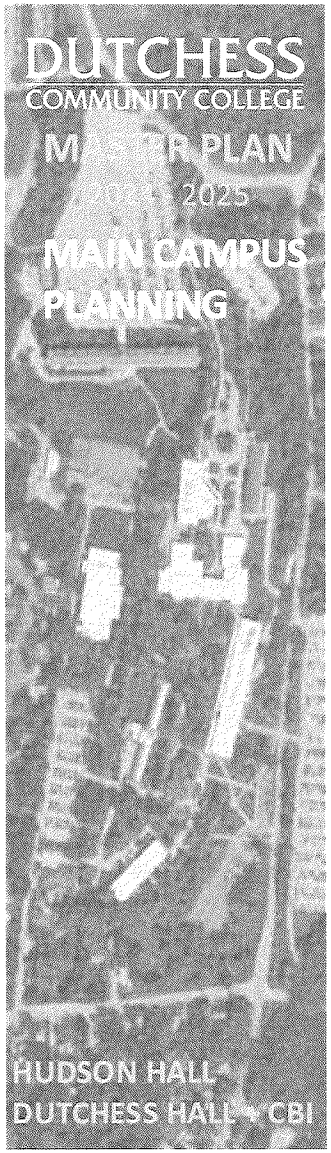
Design, Approvals & Permitting Phase begins……November 2025

Town Halls / Faculty & Staff Input Period……Dec 2025 – Mar 2026

Design phase ends……December 2026

Construction Phase 1 begins……January 2027

KG+D









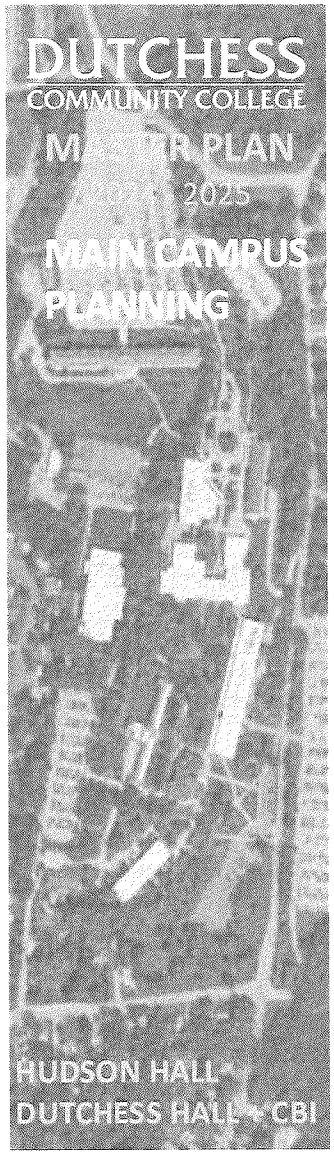


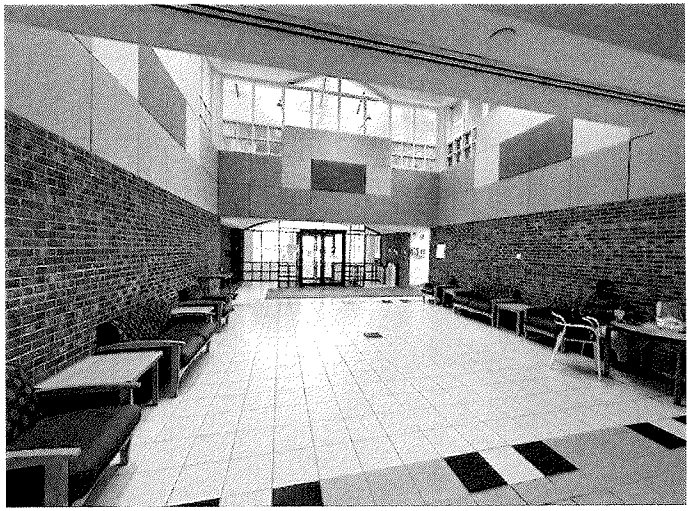
Existing Conditions

Aging seating and finishes, acoustics/ sound and lighting upgrades, flexible conference space needed.

Program Related Improvements Needed

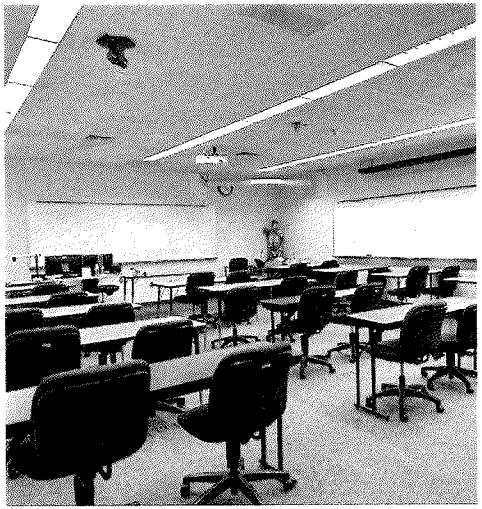
KG+D











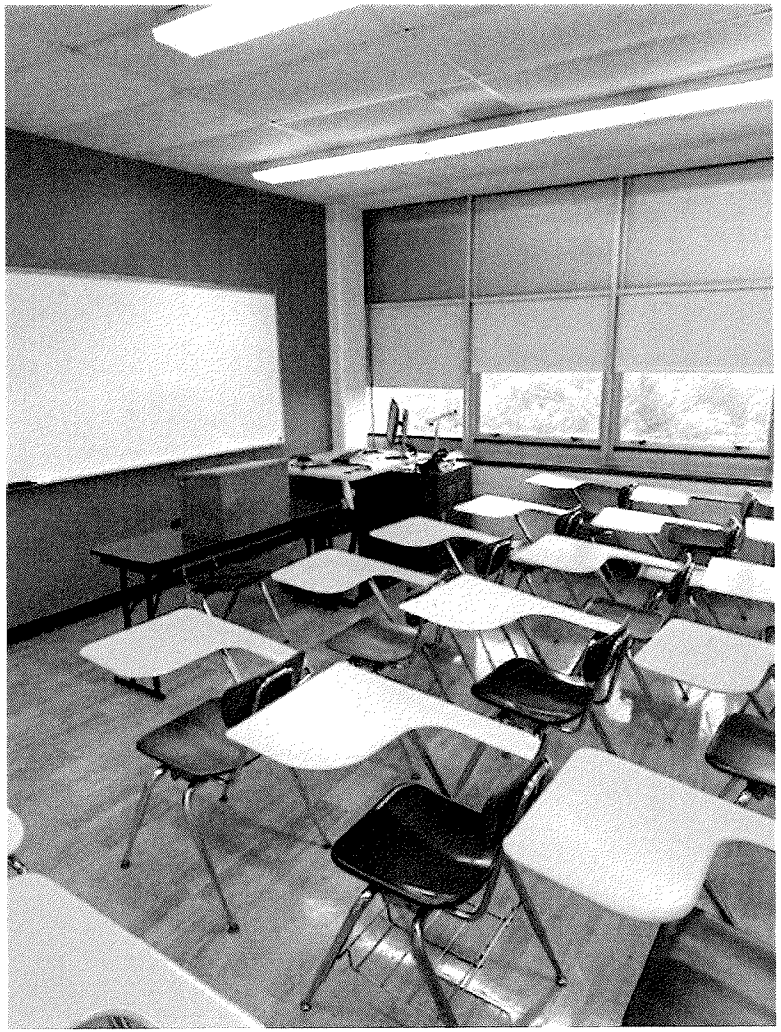
Poor use of common space, aging technology and equipment, poor lighting and acoustics, limited furniture flexibility and sunlight control.

Program Related Improvements Needed

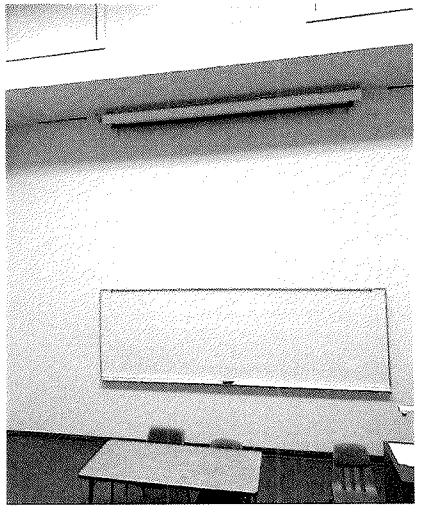
KG+D

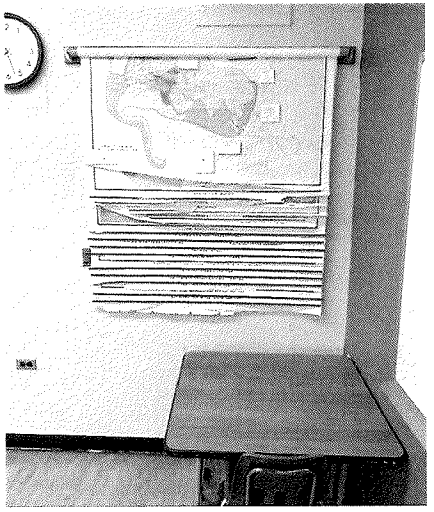
DUTCHESS
COMMUNITY COLLEGE
MASTER PLAN
2025
MAIN CAMPUS
PLANNING

HUDSON HALL +
DUTCHESS HALL + CBI







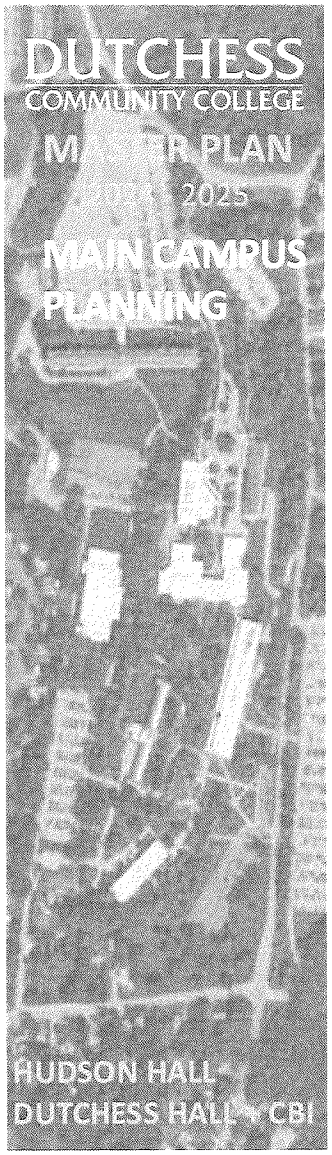


Inflexible furniture, non-ADA compliant, old lighting + acoustics, limited technology, non-functioning utilities.

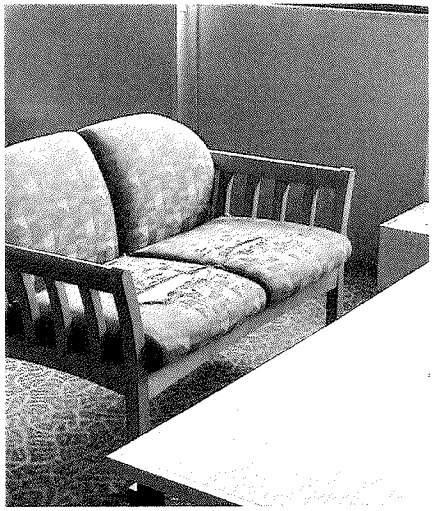


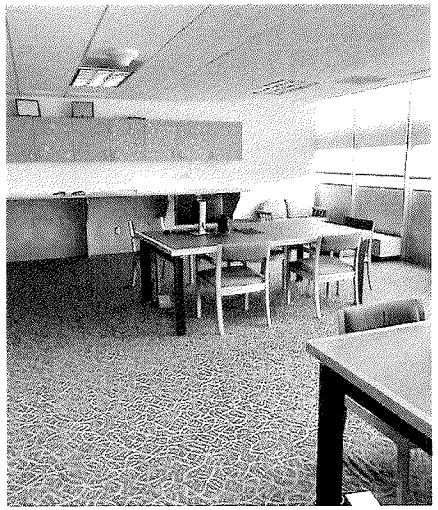
Program Related Improvements Needed

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Aging furniture & finishes.

Program Related Improvements Needed

DUTCHESS
COMMUNITY COLLEGE
MASTER PLAN
2024 - 2025
MAIN CAMPUS
PLANNING

HUDSON HALL
DUTCHESS HALL - CBI







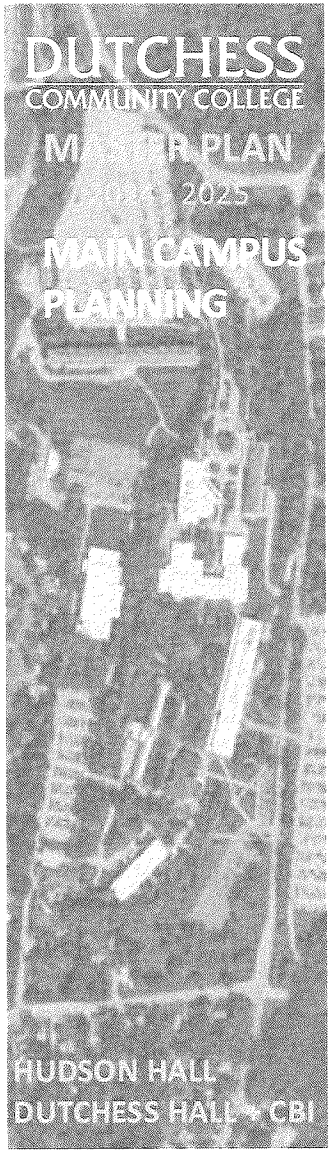


Aging roof, failing curtainwall system, broken window seals, old flooring.



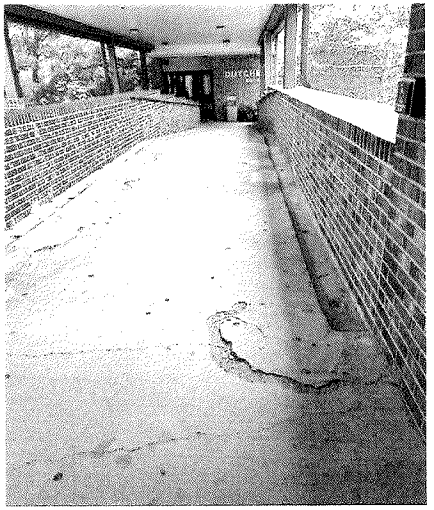
Infrastructure Related Improvements Needed

KG+D











Aging fixtures and finishes, non-energy efficient windows, spalling walkways.

Infrastructure Related Improvements Needed

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DUTCHESS
COMMUNITY COLLEGE
MASTER PLAN
2024 - 2025
MAIN CAMPUS
PLANNING

HUDSON HALL +
DUTCHESS HALL + CBI

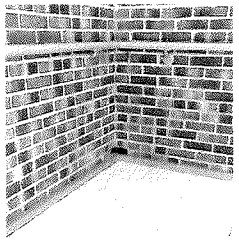






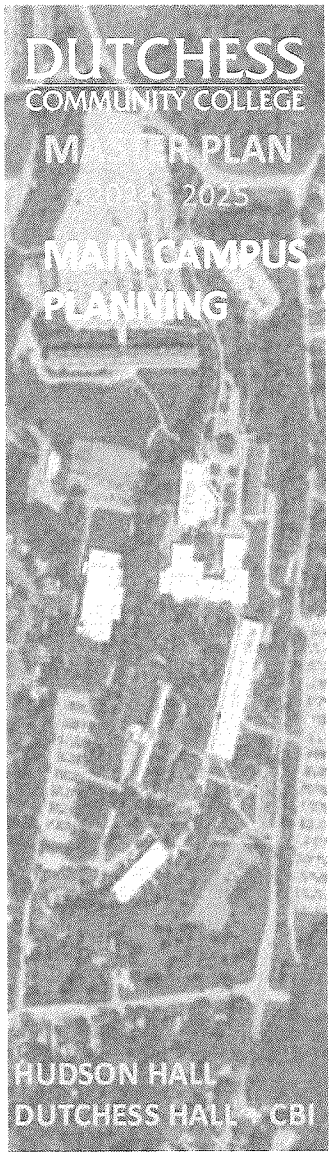


Aging fixtures, finishes, and furniture, non-compliant railings + accessories.



Infrastructure Related Improvements Needed

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Why Plan for Building Alterations? Educational + Infrastructure

Aging Buildings

The building systems and materials are at the end of their useful life and require replacement.

Changes in Academic Programs

Regional career opportunities + tech advances have changed since the construction of the buildings.

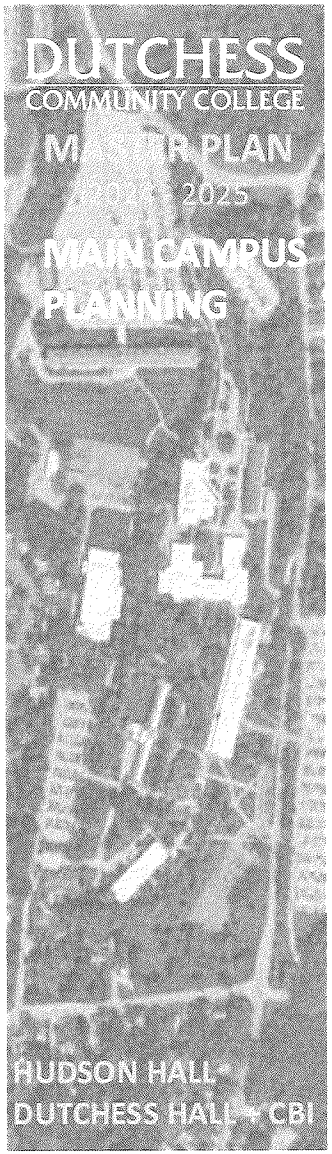
Instructional Methodology

Teaching equipment and technology has changed since the construction of the buildings.

Space Requirements

Classroom size requirements have increased based on teaching methodology and technology.

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Why Plan for Building Alterations? Opportunity + Economics

Opportunity Factor

New careers and the pace of change is forcing all higher education communities to adapt.

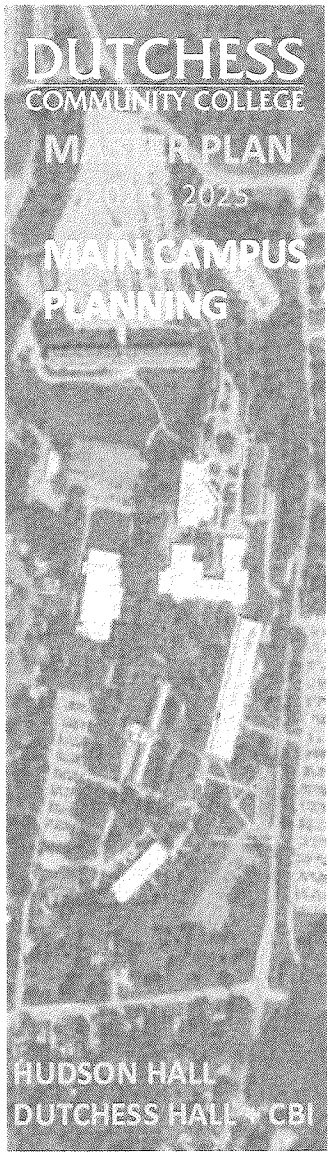
Preservation of Assets

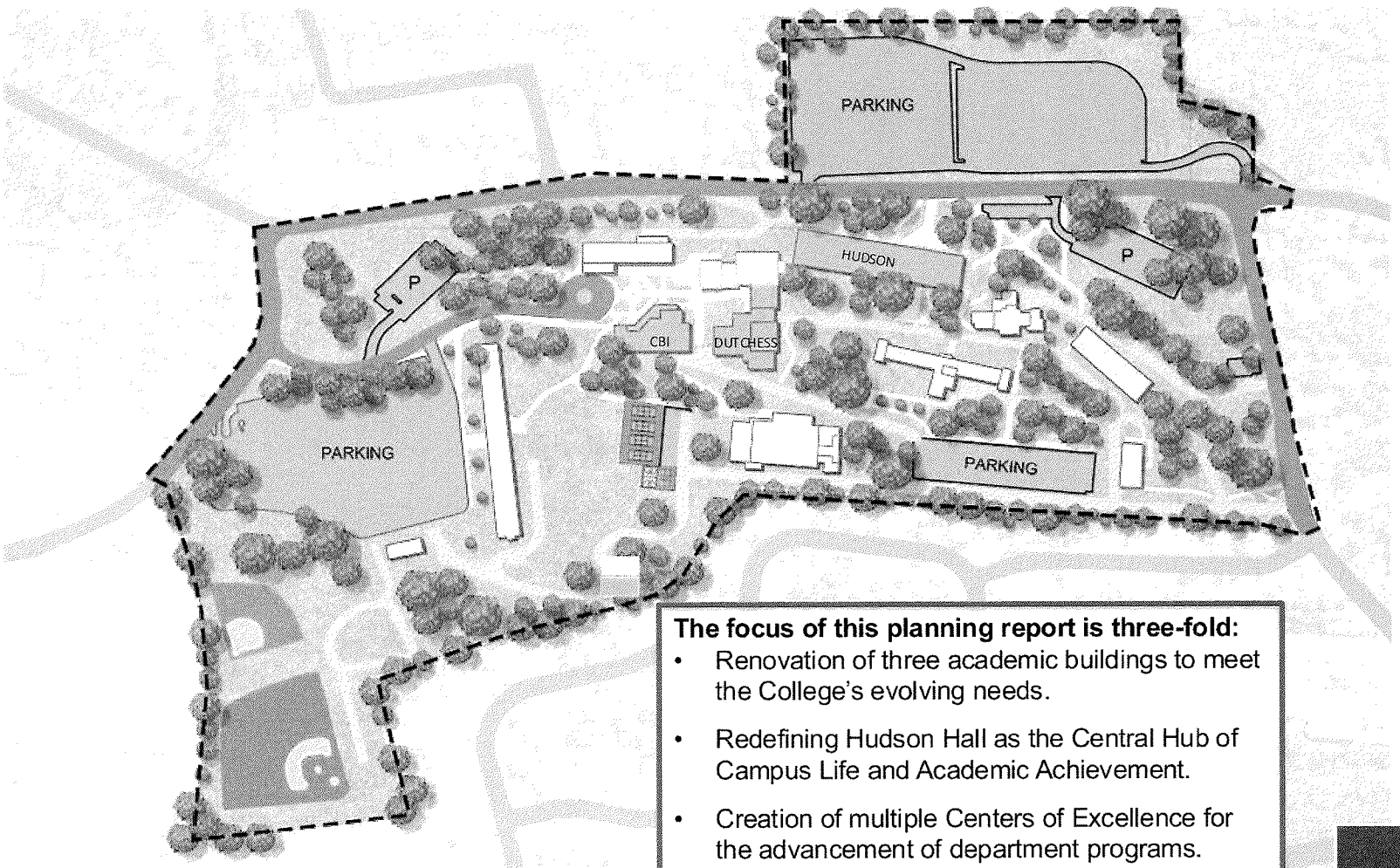
There is a lower cost to renovate/adaptively reuse existing buildings than to replace with new ones.

Economic Impact

The College is a regional economic driver. Investment in the College is an investment in the County.

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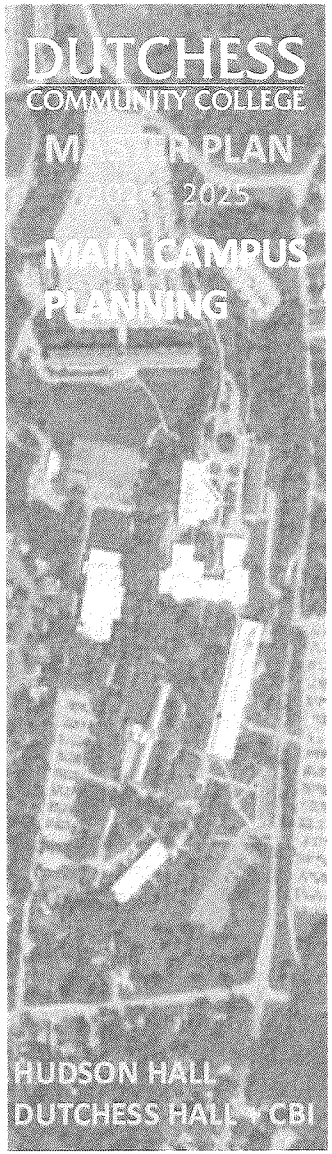




The focus of this planning report is three-fold:

- Renovation of three academic buildings to meet the College's evolving needs.
- Redefining Hudson Hall as the Central Hub of Campus Life and Academic Achievement.
- Creation of multiple Centers of Excellence for the advancement of department programs.

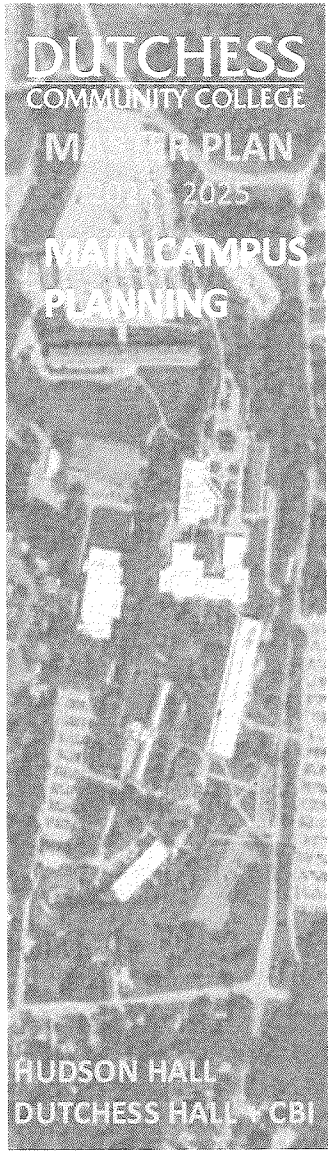
Campus Site Plan: Alterations to Hudson, CBI, + Dutchess Halls



Questions related to strengthening DCC…

- What are the **academic needs** of the students?
- What **tools and technology** do the students + faculty need to succeed?
- How can we create a more **collaborative atmosphere** for student and faculty interaction – social and academic?
- How can we **help them succeed**? What are the obstacles?
- What careers offer **regional employment** opportunities?
- How can we best **serve Dutchess + Putnam** County's needs?

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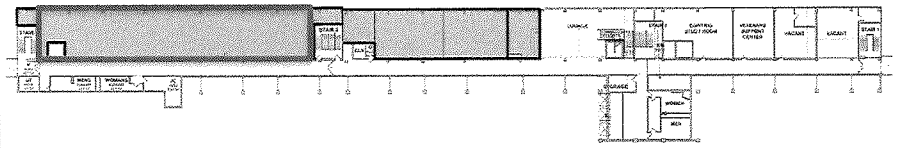
Capital Improvements Planning

Four Construction Phases

Phase 1	Dutchess Hall: ~8,000sf Addition Hudson Hall Interior Renovations (permanent relocations from CBI & Dutchess)
Phase 2	CBI Renovations
Phase 3	Dutchess Hall Renovations
Phase 4	Hudson Hall Renovations

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COMMUNITY COLLEGE



Second Floor Plan

Phase 1b: 2nd Floor
Renovate Second Floor underutilized Classrooms into IT/Tech Support Department





Existing Help Desk

Hudson Hall Renovation: IT Department

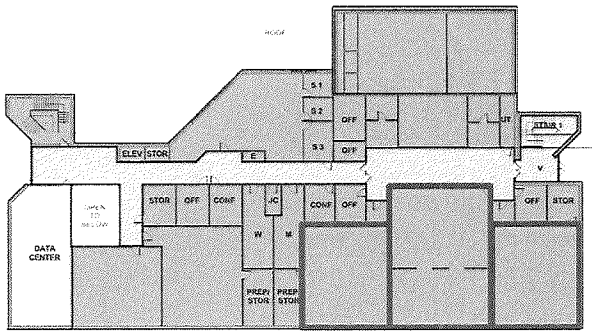
Precedent Image IT Help Desk + Offices

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COMMUNITY COLLEGE



Precedent Image - Nursing Lab



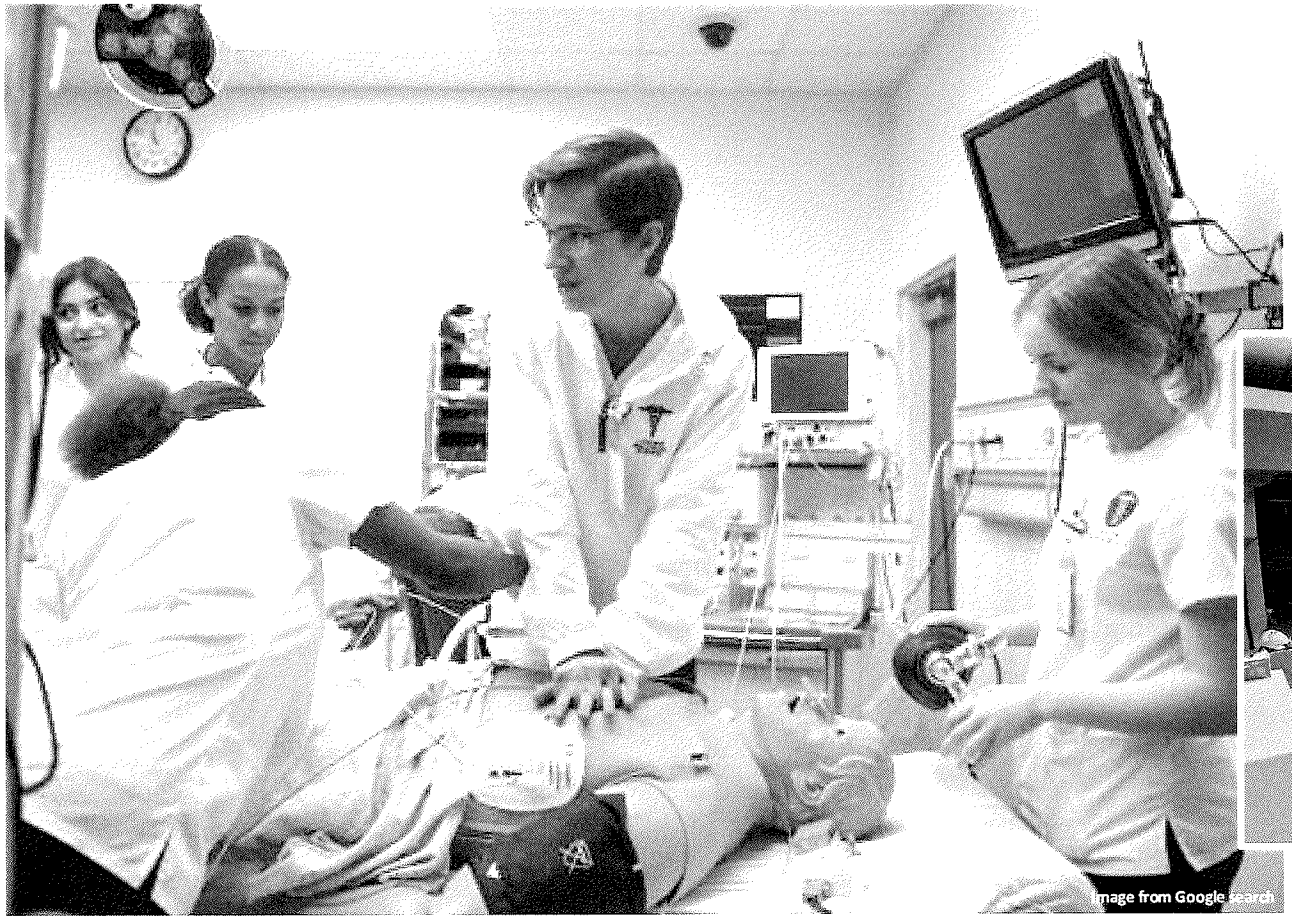
Second Floor Plan



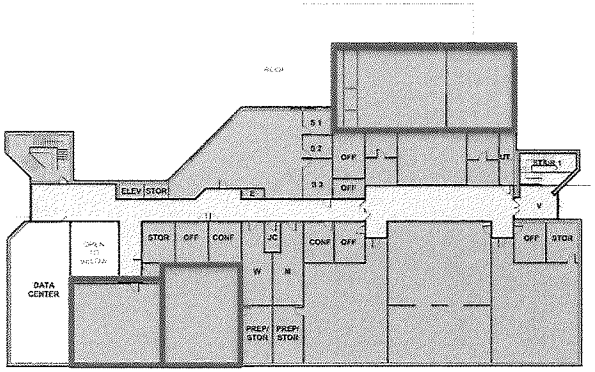
Renovate Nursing Labs into hospital/out-patient accurate layout and equipment.

CBI Alterations: Nursing Labs

DUTCHESS
COMMUNITY COLLEGE



Precedent Image - EMT Lab



Second Floor Plan



Existing Lab

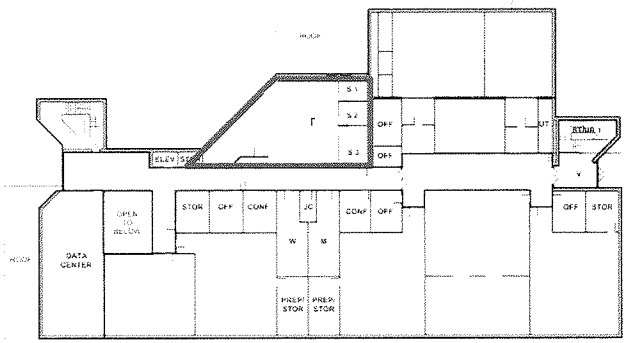
CBI Alterations: EMT Labs

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COMMUNITY COLLEGE



Precedent Image – Student HUB



Second Floor Plan



Existing Commons

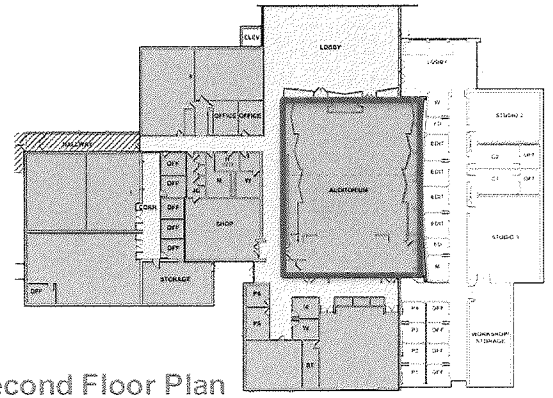
CBI Alterations: Student HUB

KG+D

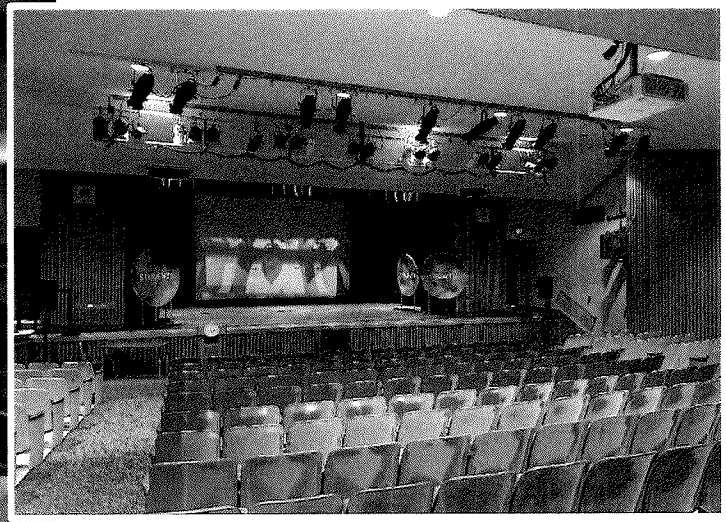
DUTCHESS
COMMUNITY COLLEGE



Precedent Image



Second Floor Plan



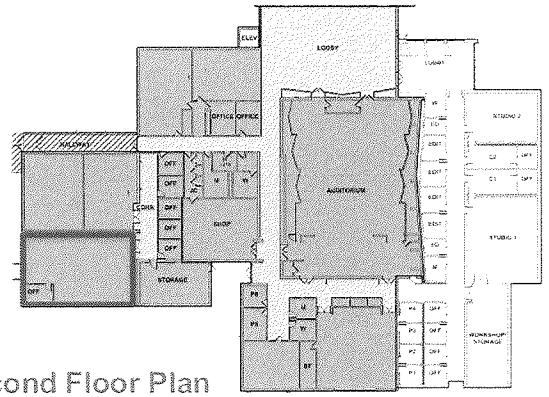
Existing Theater

Dutchess Alterations: Theater

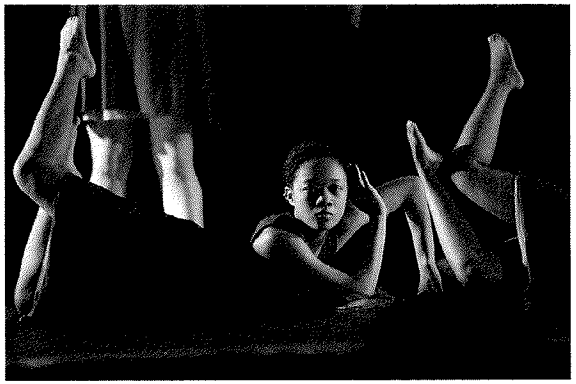
KG+D

DUTCHESS
COMMUNITY COLLEGE





Second Floor Plan

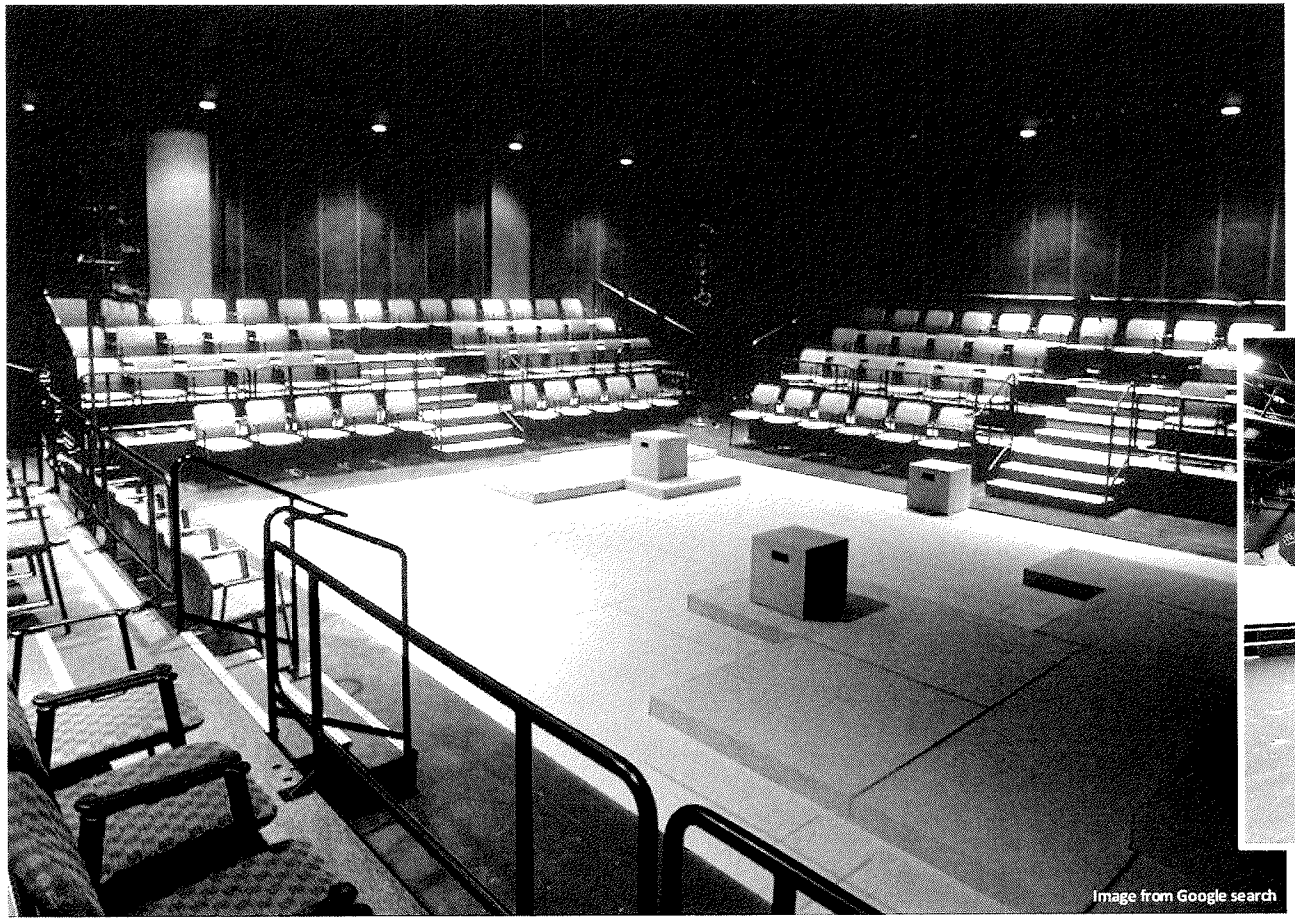


Precedent Image

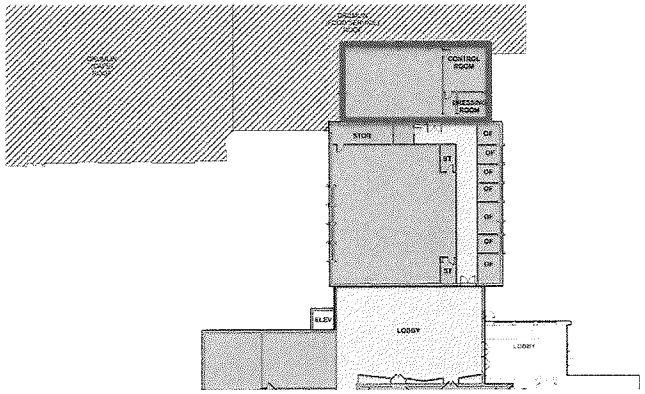
Dutchess Alterations: Dance Studio

KG+D

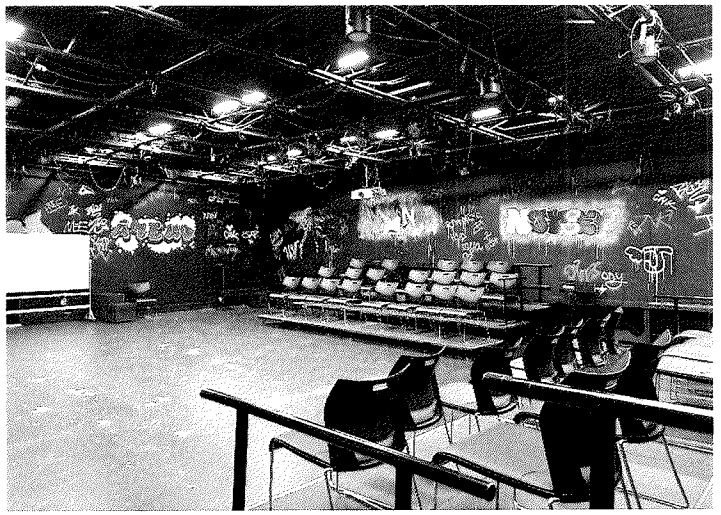
DUTCHESS
COMMUNITY COLLEGE



Precedent Image



Partial Second Floor Plan



Existing Black Box Theater

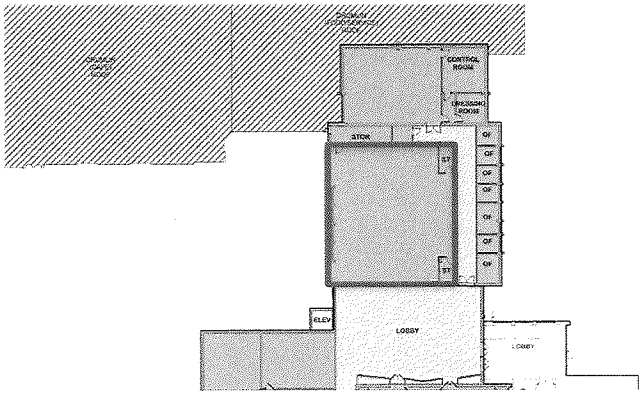
Dutchess Alterations: Black Box Theater

KG+D

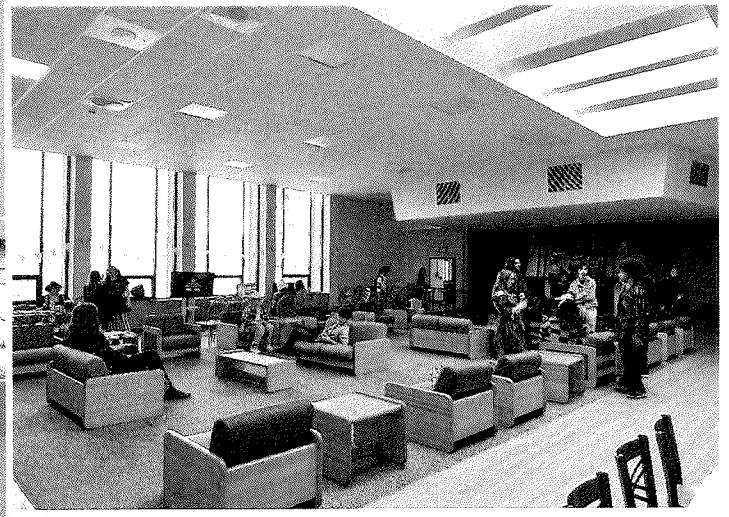
DUTCHESS
COMMUNITY COLLEGE



Precedent Image



Partial Second Floor Plan

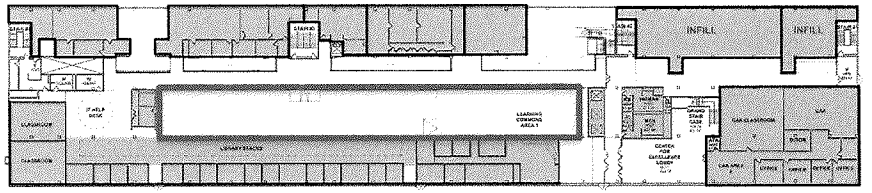


Existing Ritz Lounge

Dutchess Alterations: Ritz Lounge

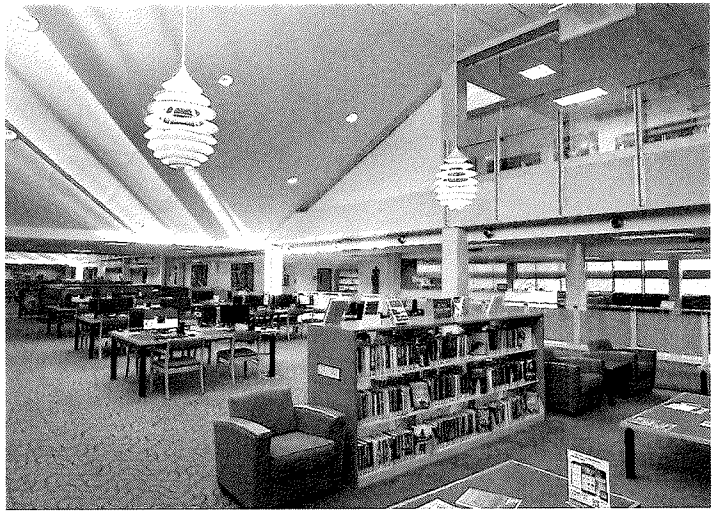
KG+D

DUTCHESS
COMMUNITY COLLEGE



Third Floor Plan



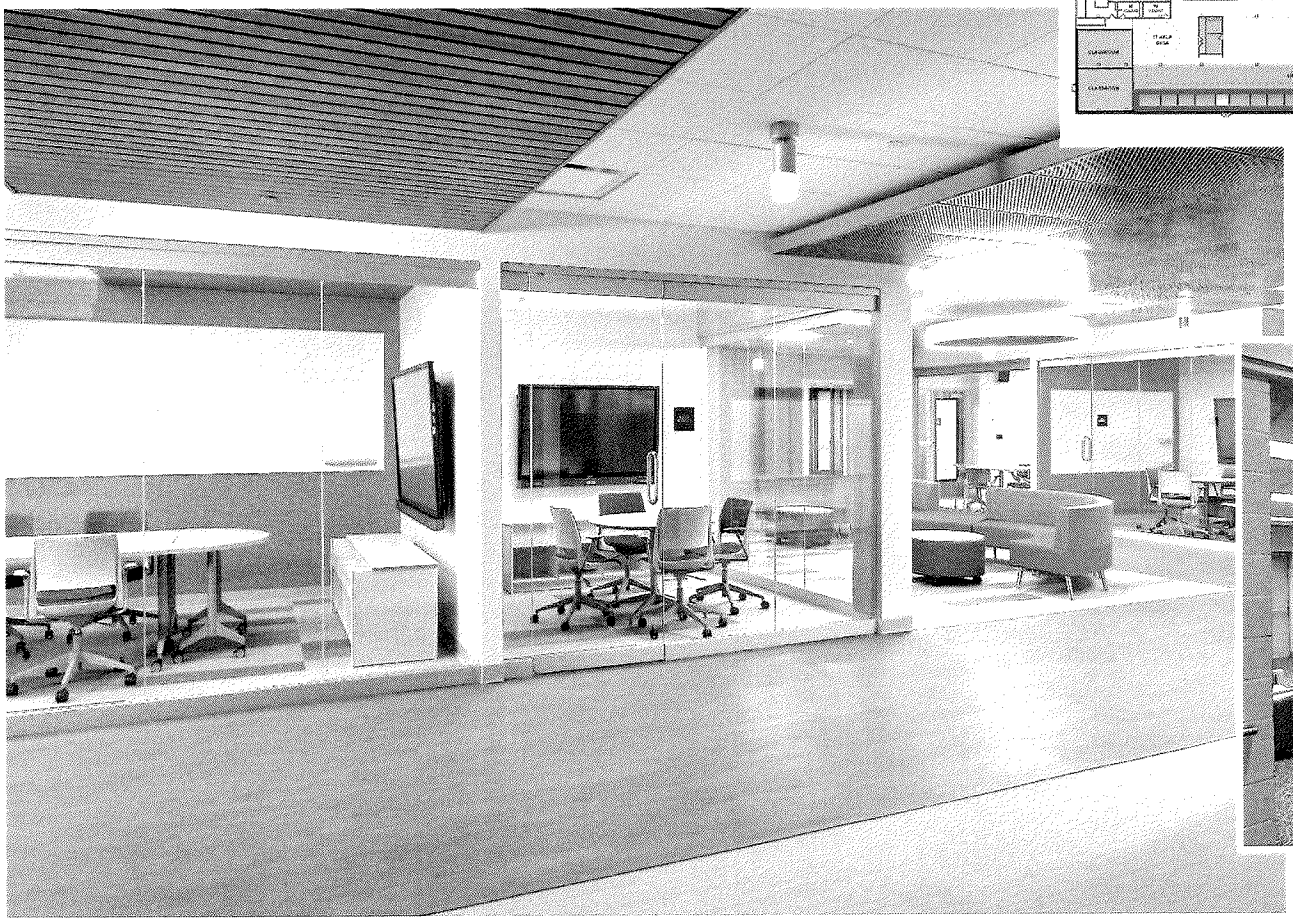


Existing Library

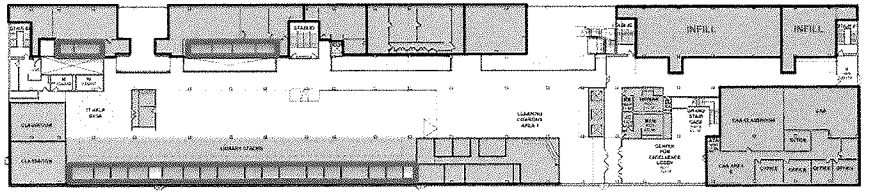
Hudson Hall Alterations: Learning Commons

KG+D

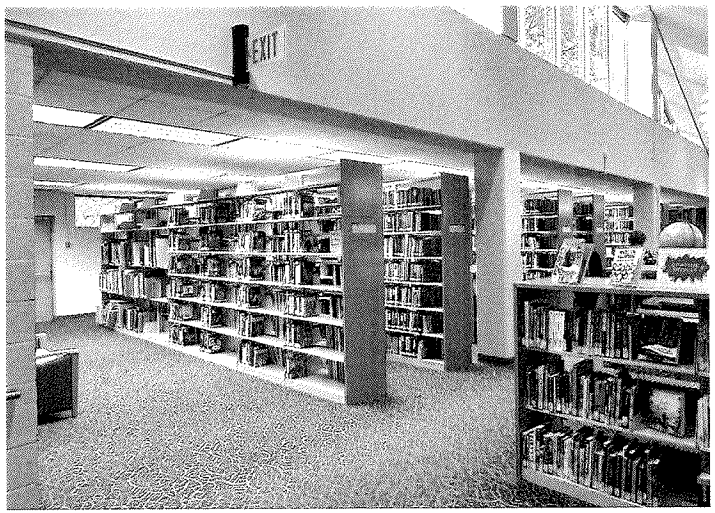
DUTCHESS
COMMUNITY COLLEGE



Precedent Image



Third Floor Plan

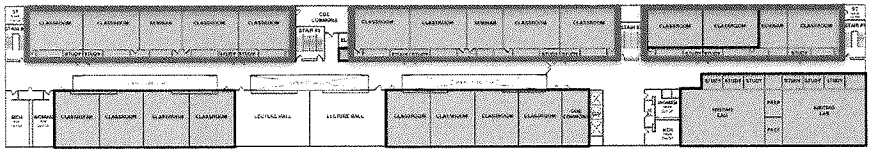


Existing Library Stacks

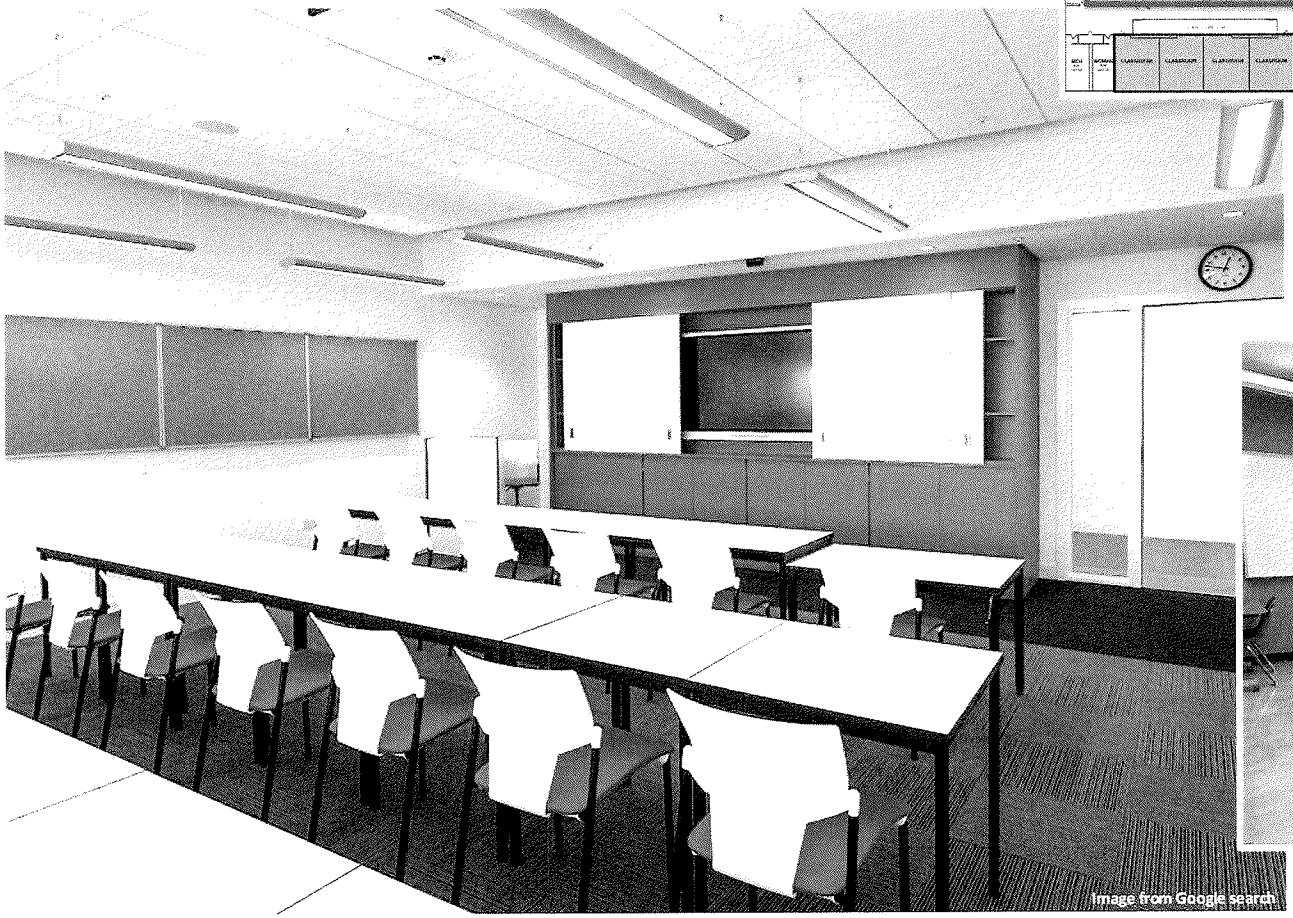
Hudson Hall Alterations: Tutor/Team Rooms

KG+D

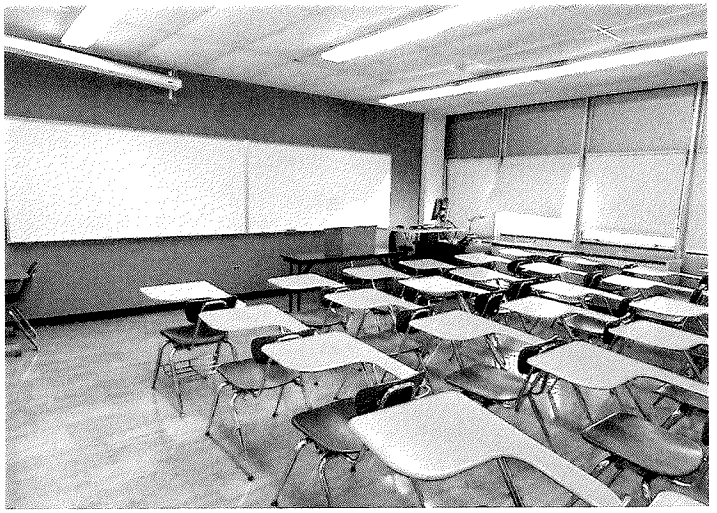
DUTCHESS
COMMUNITY COLLEGE



Fifth Floor Plan



Precedent Image



Existing Classrooms

Hudson Hall Alterations: Classrooms

KG+D



Capital Budget Request

Currently planned campus building design and construction schedule

2025-26 Hudson, Dutchess, and CBI Design & Approvals Work

2027-28 Dutchess Hall Addition / Construction

Hudson Hall Interior Renovations / Construction

2028-29 CBI Renovations / Construction

2029-30 Dutchess Hall Renovations / Construction

2030-31 Hudson Hall Renovations / Construction

KG+D

		Total Project	State Share	Sponsor Share Funding Sources	
				Capital Chargeback	Sponsor Bonded
2025					
1	FF&E and Technology Replacements and Upgrades [1]	500,000	250,000	250,000	
2	Dutchess Hall Renovation and Addition - Design	3,219,000	1,609,500		1,609,500
	Total 2025	**$ 3,719,000**	**$ 1,859,500**	**$ 250,000**	**$ 1,609,500**
2026					
1	FF&E and Technology Replacements and Upgrades [1]	400,000	200,000	200,000	
2	Hudson Hall Renovations - Construction Phase 1	8,759,000	4,379,500		4,379,500
3	Dutchess Hall Renovation and Addition - Construction Phase 1	9,793,000	4,896,500		4,896,500
	Total 2026	**$ 18,952,000**	**$ 9,476,000**	**$ 200,000**	**$ 9,276,000**
2027					
1	FF&E and Technology Replacements and Upgrades [1]	400,000	200,000	200,000	
2	CBI Interior Restack and Reprogramming - Construction Phase 1 (Second Floor)	19,725,000	9,862,500		9,862,500
3	CBI Interior Restack and Reprogramming - Construction Phase 2 (First Floor)	$ 22,429,000	11,214,500		11,214,500
	Total 2027	**$ 42,554,000**	**$ 21,277,000**	**$ 200,000**	**$ 21,077,000**
2028					
1	FF&E and Technology Replacements and Upgrades [1]	400,000	200,000	200,000	
2	Dutchess Hall Renovation and Addition - Construction Phase 2	23,820,000	11,910,000		11,910,000
3	Dutchess Hall Renovation and Addition - Construction Phase 3	16,296,000	8,148,000		8,148,000
	Total 2028	**$ 40,516,000**	**$ 20,258,000**	**$ 200,000**	**$ 20,058,000**
2029					
1	FF&E and Technology Replacements and Upgrades [1]	400,000	200,000	200,000	
2	Hudson Hall Renovations - Construction Phase 2	34,076,000	17,038,000		17,038,000
3	Hudson Hall Renovations - Construction Phase 3	23,301,000	11,650,500		11,650,500
	Total 2029	**$ 57,777,000**	**$ 28,888,500**	**$ 200,000**	**$ 28,688,500**
GRAND TOTAL		**$ 163,518,000**	**$ 81,759,000**	**$ 1,050,000**	**$ 80,709,000**

1 *Sponsor share to be funded through Capital Chargeback Funds.*

Design Firm Bidding Process

Over 40 firms attending a question and answer session at DCC

16 Firms (some teamed up) bid on the project

8 Firms were selected for interviews by DCC committee

3 Firms were selected as finalists

DCC Board of Trustees will approve **one** finalist at October 28, 2025 Board meeting

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni	Absent	
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: 9 **Absent:** 3 **Vacant:** 0

Resolution: ✓ **Motion:** ____

Total : 9 (Yes) 0 (No)

Abstentions: 0

2025158 APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE FOR FF&E AND TECHNOLOGY REPLACEMENTS AND UPGRADES

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ____

Total : 19 (Yes) 0 (No)

Abstentions: 0

2025158 APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE FOR FF&E AND TECHNOLOGY REPLACEMENTS AND UPGRADES

OCTOBER 14, 2025

BUDGET, FINANCE & PERSONNEL
DISCUSSION ONLY 10/9/2025

RESOLUTION NO. 2025159

BOND RESOLUTION DATED NOVEMBER 10, 2025.

A RESOLUTION AUTHORIZING CERTAIN COUNTY PRELIMINARY EXPENSES IN CONNECTION WITH THE DESIGN FOR RENOVATIONS AND ADDITION TO DUTCHESS HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $3,219,000, AND AUTHORIZING THE ISSUANCE OF $1,609,500 BONDS OF SAID COUNTY TO PAY A PORTION OF THE COST THEREOF

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have a significant impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. Preliminary design expenses for renovations and addition to Dutchess Hall at Dutchess Community College, in and for said County, including incidental expenses, are hereby authorized at a maximum estimated cost of $3,219,000.

Section 2. It is hereby determined that the plan for the financing of said specific object or purpose is as follows:

a. by the issuance of $1,609,500 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and

b. by the application of $1,609,500 State grants-in-aid monies, which monies are hereby authorized to be expended therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 (a) of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Commissioner of Finance, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Commissioner of Finance shall determine consistent with the provisions of the Local Finance Law.

Section 6. The faith and credit of said County of Dutchess, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year

sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

CA-105-25; CEB/rjw; G-0145-B; 09/09/25; Fiscal Impact: See Attached

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on November 10, 2025, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 0 noes, with 1 member being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on November 13, 2025, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media	Date given
Southern Dutchess News	November 7, 2025
Poughkeepsie Journal	November 7, 2025

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	November 7, 2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 12 day of November, 2025.



Clerk, County Legislature

APPROVED

SUSAN J. SERINO
COUNTY EXECUTIVE

Date 11-13-2025

2025 DCC Hudson Hall Design

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$1,609,500	$321,900	$56,172	$378,072
2	1,287,600	321,900	44,937	366,837
3	965,700	321,900	33,703	355,603
4	643,800	321,900	22,469	344,369
5	321,900	321,900	11,234	333,134
TOTAL		$1,609,500	$168,515	$1,778,015
AVG. PER YEAR		$321,900	$33,703	$355,603

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL		$1,609,500	
ANTICIPATED INTEREST RATE [1]			3.49%
TERM	5 YEARS	ANTICIPATED FEES:	$0
ANTICIPATED ANNUAL COST (PRIN + INT):			$355,603
TOTAL PAYBACK (ANNUAL COST x TERMS):			$1,778,015

PREPARED BY HEIDI SEELBACH

[1] Rate is subject to change based upon a) maket conditions at time of debt issuance and b) term of financing which is dependent upon the structuring of all debt issued when this project is ultimately financed.

HC0665 - Dutchess Hall Renovation

APPROPRIATIONS

Increase

HC0665.2490.4401.105	Professional Services Consultants	$3,219,000
		$3,219,000

REVENUES

Increase

HC0665.2490.57100	Serial Bonds	$1,609,500
HC0665.2490.32850	Community College Construction	$1,609,500
		$3,219,000

DUTCHESS
COMMUNITY COLLEGE

MEMORANDUM

To: Susan Serino, Dutchess County Executive

From: Dennis Dintino, Vice President for Finance and Administration

Subject: Capital Project Resolution – Dutchess Hall Renovation and Addition - Design

Date: August 26, 2025

Dutchess Community College is requesting a resolution be presented for legislative approval for the Dutchess Hall Renovation and Addition - Design. The project is being requested at this time in order to meet the SUNY Capital Request deadline for inclusion in the NYS Budget Appropriations for 2026-2027. SUNY requires the resolutions before December 15, 2025.

This project will focus on the design for Dutchess Hall. This will include the renovation of existing spaces and the addition of 8,300 sf to the south side of the building. The new addition will house the PVAC Communications studios, control rooms, editing rooms, workshop and musical instrument practice rooms. The interior renovations will update and refresh the classrooms, main stage theater, black box theater, transform and modernize the existing Ritz lounge and student activities offices into a multi-purpose conference center, address ADA compliance—including building code (restrooms, etc.), conduct asbestos abatement, update building electrical/mechanical systems, and create an interior access between Dutchess Hall and Drumlin Hall.

The renovations and addition to Dutchess Hall support the College's wildly important goal of growing credit enrollment headcount over the next decade. These improvements are necessary to better support teaching, student engagement and support the college's pedagogical focus on creating more active and applied learning environments, particularly for faculty and students. The project will provide refreshed and reconfigured spaces to the outdated facilities such as the theater and will bring all the Performing Art programs together into a Center of Excellence for Humanities and the Arts. The building's infrastructure and envelope will be upgraded to reduce energy consumption as well as maintenance and operating costs. The renovations and addition will also provide the necessary swing space to allow for repurposing and renovating the Center for Business and Industry (CBI) and Hudson Hall. The Arts are critical to the rich cultural fabric of any community, but is especially core to life in the Hudson Valley. When it is completed, this Center of Excellence will be a home for the development of another generation of artists, a public hub for the Arts in the community and an even stronger partner with enterprises such as Mid-Hudson Arts, and Destination Dutchess. This facility currently serves students and hosts many college and community events annually. The repurposed and renovated Center of Excellence will provide more flexible meeting and event spaces configurable for conferences, lectures, workshops, receptions and community events.

The total estimated cost of the project is $3,219,000. The sponsor share of the project, $1,609,500, would be bonded/funded by Dutchess County.

Thank you.

---

53 PENDELL ROAD, POUGHKEEPSIE, NY 12601-1595
(845) 431-8000

2025159 A RESOLUTION AUTHORIZING CERTAIN COUNTY PRELIMINARY EXPENSES IN CONNECTION WITH THE DESIGN FOR RENOVATIONS AND ADDITION TO DUTCHESS HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $3,219,000, AND AUTHORIZING THE ISSUANCE OF $1,609,500 BONDS OF SAID COUNTY TO PAY A PORTION OF THE COST THEREOF was offered for discussion only at the October 9, 2025, Budget, Finance, and Personnel Committee Meeting, and considered at the November 10, 2025, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	24	Atkins, Brendli, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Page, Paoloni, Polasek, Rolison, Travelpiece, Truitt, Valdés Smith, and Versaci
NAYS:	0	
ABSENT:	1	Johnson

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson	Absent	
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025159 A RESOLUTION AUTHORIZING CERTAIN COUNTY PRELIMINARY EXPENSES IN CONNECTION WITH THE DESIGN FOR RENOVATIONS AND ADDITION TO DUTCHESS HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $3,219,000, AND AUTHORIZING THE ISSUANCE OF $1,609,500 BONDS OF SAID COUNTY TO PAY A PORTION OF THE COST THEREOF

NOVEMBER 6, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present:	24	**Resolution:**	✓	**Total :**	24	0
Absent:	1	**Motion:**			**Yes**	**No**
Vacant:	0			**Abstentions:**	0	

2025159 A RESOLUTION AUTHORIZING CERTAIN COUNTY PRELIMINARY EXPENSES IN CONNECTION WITH THE DESIGN FOR RENOVATIONS AND ADDITION TO DUTCHESS HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $3,219,000, AND AUTHORIZING THE ISSUANCE OF $1,1009,500 BONDS OF SAID COUNTY TO PAY A PORTION OF THE COST THEREOF

NOVEMBER 10, 2025

PUBLIC WORKS AND CAPITAL PROJECTS
DISCUSSION ONLY 10/9/2025

RESOLUTION NO. 2025160

BOND RESOLUTION DATED NOVEMBER 10, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $2,127,060 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT AND VEHICLES FOR THE DEPARTMENTS OF PUBLIC WORKS, PARKS AND THE COUNTY SHERIFF'S OFFICE, IN AND FOR SAID COUNTY.

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. To pay the cost of the purchase of equipment for maintenance and related purposes for the Departments of Public Works, Parks and the County Sheriff's Office, including in each case incidental equipment and expenses in connection therewith, there are hereby authorized to be issued an aggregate $2,127,060 serial bonds of the County of Dutchess, New York pursuant to the provisions of the Local Finance Law, apportioned as follows:

a) For the purchase of equipment for maintenance and related purposes, each item of which costs $30,000 or over, at a maximum estimated cost of $2,085,650, being a class of objects or purposes, having a period of probable usefulness of fifteen years, pursuant to subdivision 28

of paragraph a of Section 11.00 of the Local Finance Law, $2,085,650 serial bonds of the aggregate $2,127,060 serial bonds of the County of Dutchess, New York, herein authorized; and

b) For the purchase of equipment for maintenance and related purposes, which item costs over $15,000 but less than $30,000, at a maximum estimated cost of $41,410, being a class of objects or purposes, having a period of probable usefulness of ten years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law, $41,410 serial bonds of the aggregate $2,127,060 serial bonds of the County of Dutchess, New York, herein authorized

Section 2. It is hereby determined that the aggregate maximum estimated cost of the aforesaid objects or purposes described in Section 1 hereof is $2,127,060, which objects or purposes are hereby authorized at said maximum estimated cost, and that the plan for the financing thereof by the issuance of the $2,127,060 serial bonds herein authorized to be issued therefore pursuant to the provisions of the Local Finance Law, apportioned to each such object or purpose as specified in Section 1 hereof.

Section 3. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same

respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the

County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

CA-112-25
CEB/rjw
G-0145-B
09/09/25
Fiscal Impact: See Attached

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on November 10, 2025, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 0 noes, with 1 member being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on November 13, 2025, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media	Date given
Southern Dutchess News	November 7, 2025
Poughkeepsie Journal	November 7, 2025

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	November 7, 2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 12 day of November, 2025.



Clerk, County Legislature

APPROVED

SUSAN J. SERINO
COUNTY EXECUTIVE

Date 11-13-2025

2025 Capital Equipment - Highway, Parks and Sherff

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$2,127,060	$141,804	$88,486	$230,290
2	1,985,256	141,804	82,587	224,391
3	1,843,452	141,804	76,688	218,492
4	1,701,648	141,804	70,789	212,593
5	1,559,844	141,804	64,890	206,694
6	1,418,040	141,804	58,990	200,794
7	1,276,236	141,804	53,091	194,895
8	1,134,432	141,804	47,192	188,996
9	992,628	141,804	41,293	183,097
10	850,824	141,804	35,394	177,198
11	709,020	141,804	29,495	171,299
12	567,216	141,804	23,596	165,400
13	425,412	141,804	17,697	159,501
14	283,608	141,804	11,798	153,602
15	141,804	141,804	5,899	147,703
TOTAL		$2,127,060	$707,886	$2,834,946
AVG. PER YEAR		$141,804	$47,192	$188,996

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL			$2,127,060
ANTICIPATED INTEREST RATE [1]			4.16%
TERM	15 YEARS	ANTICIPATED FEES:	$21,060
ANTICIPATED ANNUAL COST (PRIN + INT):			$188,996
TOTAL PAYBACK (ANNUAL COST x TERMS):			$2,834,946

PREPARED BY HEIDI SEELBACH

[1] Rate is subject to change based upon a) maket conditions at time of debt issuance and b) term of financing which is dependent upon the structuring of all debt issued when this project is ultimately financed.

H0664 -2025 Capital Equipment

APPROPRIATIONS

Increase

H0664.7110.2400.05	Highway and Street Equipment - 5 year	$ 35,000
H0664.7110.2400.10	Highway and Street Equipment - 10 year	$ 175,000
H0664.5110.2400.10	Highway and Street Equipment - 10 year	$ 290,000
H0664.5110.2400.20	Highway and Street Equipment - 20 year	$ 1,140,000
H0664.3110.2400.10	Highway and Street Equipment - 10 year	$ 41,000
H0664.3110.2400.20	Highway and Street Equipment - 20 year	$ 425,000
H0664.5110.3900	Bond Issue Costs	$ 21,060
		$ 2,127,060

REVENUES

Increase

H0664.5110.57100	Serial Bonds	$ 2,127,060
		$ 2,127,060

DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

2025 CAPITAL EQUIPMENT REQUESTS

Qty to Purchase	Equipment Description	Useful Life (years)	Agency: H=Highway P= Parks S=Sheriff	Unit price	Total Net Cost	Replacement Notes:	Comments
1	Gang Truck	10	H	$ 190,000	**$ 190,000**	Replace G-4	
2	Ten-wheeler Dump/Plow Sander Truck	20	H	$ 400,000	**$ 800,000**	Replacement	
1	Front End Loader w/attachments	20	H	$ 340,000	**$ 340,000**	Replace WL-1	
1	12 T Equipment Trailer	10	H	$ 100,000	**$ 100,000**	Replaces FB-1	
1	Tractor with Gang Mower	10	P	$ 175,000	**$ 175,000**	Replacement	
1	Gator	5	P	$ 35,000	**$ 35,000**	Replacement	
1	Enclosed 16' Cargo Trailer	10	S	$ 15,000	**$ 15,000**	new	
1	Lenco Bearcat Emergency Rescue Truck	20	S	$ 425,000	**$ 425,000**	Replacement	
1	Aluminum Dump Body	10	S	$ 26,000	**$ 26,000**	Keeps exist truck in service	
				2025 Total Request =	**$ 2,106,000**		

2025160 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $2,127,060 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT AND VEHICLES FOR THE DEPARTMENTS OF PUBLIC WORKS, PARKS AND THE COUNTY SHERIFF'S OFFICE, IN AND FOR SAID COUNTY was offered for discussion only at the October 9, 2025, Public Works and Capital Projects Committee Meeting, and considered at the November 10, 2025, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	24	Atkins, Brendli, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Page, Paoloni, Polasek, Rolison, Travelpiece, Truitt, Valdés Smith, and Versaci
NAYS:	0	
ABSENT:	1	Johnson

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison		

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ____

Total : 11 Yes 0 No
Abstentions: 0

2025160 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $2,127,060 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT AND VEHICLES FOR THE DEPARTMENTS OF PUBLIC WORKS, PARKS AND THE COUNTY SHERIFF'S OFFICE, IN AND FOR SAID COUNTY

NOVEMBER 6, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2025160 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $2,127,0100 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT AND VEHICLES FOR THE DEPARTMENTS OF PUBLIC WORKS, PARKS AND THE COUNTY SHERIFF'S OFFICE, IN AND FOR SAID COUNTY

NOVEMBER 10, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025161

RE: AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, by Resolution No. 970166 (266 of 1997), this Legislature authorized the transfer of the Hopewell Depot building to the Hopewell Depot Restoration Corporation ("Restoration Corp."), along with a lease of the land on which the building is located, and an easement for ingress and egress to such land, and

WHEREAS, by Resolution No. 2015115, this Legislature authorized a new Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW) for the term of September 1, 2012, through August 31, 2027, and

WHEREAS, by Resolution No. 201724, this Legislature authorized an Amendment to the Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW-A1) dated February 14, 2018, adding two parcels of land to the existing land leased by Restoration Corp. from the County, allowing for a solar powered light signal and the construction of a pavilion on the additional land, and

WHEREAS, by Resolution No. 2021042, this Legislature authorized an Amendment to the Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW-A2) dated April 7, 2021, to add an additional parcel of land to the existing land leased by Restoration Corp. from the County, allowing for the Restoration Corp. to stage a refurbished caboose on the site and display railroad artifacts, and conduct events/activities that would not interfere with the users of the WRSDRT or take place on any part of the paved surface of the WRSDRT, and

WHEREAS, on March 11, 2019, Hopewell Depot Restoration Corporation was merged into Hopewell Depot Museum by the University of the State of New York Education Department; and

WHEREAS, the Commissioner of Public Works advises that the Hopewell Depot Museum wishes to further amend the Lease Agreement to add an additional parcel entitled "Parcel E", Grid number: 6357-02-906965, containing approximately 837 square feet or 0.019 acres which is property within the County's right of way in order to install a water fountain to be used by the public, and

WHEREAS, a copy of the proposed Amendment to Lease Agreement, for the term of September 1, 2025 through August 3, 2027, is attached hereto, now therefore, be it

RESOLVED, that the Legislature hereby approves the proposed Amendment to Lease Agreement and authorizes the County Executive or her designee to execute the Amendment to Lease Agreement, in substantially the same form as attached hereto, as well as any and all other documents that may be necessary to effectuate such Agreement.

CA-120-25
AMS/mar/rjw
R-0659-A
09/10/25; rev'd 9/15/25
Fiscal Impact: See attached statement

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Hopewell Depot Museum requests the lease of Parcel E (property within the County owned ROW) in order to have installed a water fountain to be used by the public. Please see attached draft agreement for particulars.

Prepared by: David C. Whalen DCW Prepared On: 9/2/25

Dut pdf

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and **HOPEWELL DEPOT MUSEUM**, a not-for-profit corporation whose address is P.O. Box 1044, 36 Railroad Avenue, Hopewell unction, new York 12533 (hereinafter referred to as the "Museum").

WITNESSETH:

WHEREAS, the parties hereto made and entered into a Lease Agreement dated June 8, 2015 (County Contract No. 12-0428-8/27-PW) for the lease of land and a building known as the Hopewell Depot on the William R. Steinhaus Dutchess Rail Trail (WRSDRT) which is owned by the County, and which Lease Agreement was amended by County Contract No. 12-0428-8/27-PW-A1, dated February 14, 2018, and again by County Contract No. 12-0428-8/27-PW-A2, dated April 7, 2021, and

WHEREAS, the parties desire to further amend said Lease Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 12-0428-8/27-PW, dated June 8, 2015, is hereby further amended upon the following terms and conditions.

1. Paragraph entitled "Lease of Land," shall contain an additional paragraph providing as follows:

The County hereby leases to the Museum one parcel of property designated as Parcel E on the survey map which is Exhibit "E1" annexed hereto. The metes and bounds descriptions for Parcel E is annexed hereto as Exhibit "E2". In addition, the volunteers of the Museum, along with the visitors to the site, have the right to cross over County owned property for the purposes of ingress and egress to the leased premises.

2. Paragraph entitled "Term of Agreement," shall provide as follows:

This Amendment to Lease Agreement shall be effective September 1, 2025, and shall terminate on August 3, 2027, unless otherwise terminated as set forth herein.

3. The Museum shall have the right to use the leased premises to construct a water fountain for area users and visitors which shall not interfere with the use of the WRSDRT. In addition to the maintenance responsibilities found in section 9 of the underlying Lease Agreement, the Museum shall be responsible for all costs and expenses associated with the installation and use of the water fountain including but not limited to costs and expenses related to construction, maintenance, and removal of the water fountain. In accordance with section 13 of the underlying Lease Agreement, upon removal of the fountain, the Museum agrees to return the area back to its original state as it existed at the time just prior to construction, reasonable wear and tear accepted.

4. Paragraph entitled "Insurance Requirements" shall provide as follows:

At all times during the term of this Agreement, the Restoration Corp. and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Restoration Corp. shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**

b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).

c. In the event that the Restoration Corp. is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

The Acord form certificate of insurance must contain the following provisions:

(A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

(B) The commercial general and automobile policies are primary and noncontributory.

(C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

(D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

(E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Restoration Corp.. The Restoration Corp. and subcontractors, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Restoration Corp. may be suspended in the event the Restoration Corp. and his subcontractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Restoration Corp. to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Restoration Corp. to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Restoration Corp. from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Restoration Corp. concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Restoration Corp. until the Restoration Corp. furnishes such additional security as is determined necessary by the County.

5. New Paragraph entitled "Non-Assignment" shall provide as follows:

This Agreement may not be assigned by the Museum without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the

New York State general Municipal Law Section 109 in the event of such unauthorized assignment.

6. New Paragraph entitled "Counterparts; Signatures Transmitted By Electronic Means" shall provide as follows:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does contemplate the use of "electronic signatures" through DocuSign.

7. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20__.

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

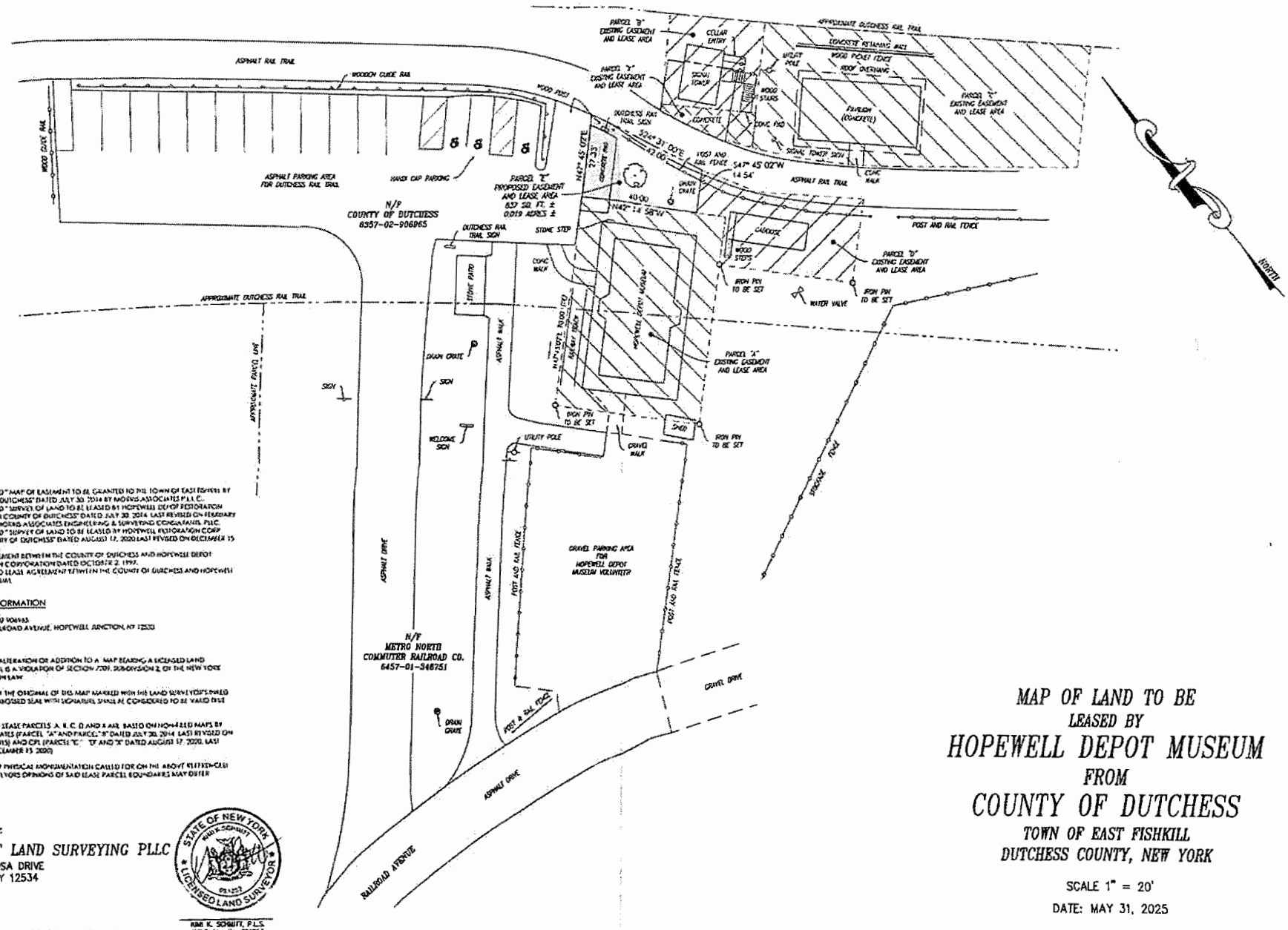
By _____
Sue Serino
County Executive

APPROVED AS TO CONTENT:

_____
Department of Public Works

HOPEWELL MUSEUM

By _____
Print Name _____
Title _____



REFERENCES:

- MAP ENTITLED "MAP OF EASEMENT TO BE GRANTED TO THE TOWN OF EAST FISHKILL BY COUNTY OF DUTCHESS" DATED JULY 30, 2014 BY MORRIS ASSOCIATES P.L.L.C.
- MAP ENTITLED "SURVEY OF LAND TO BE LEASED BY HOPEWELL DEPOT RESTORATION CORP. FROM COUNTY OF DUTCHESS" DATED JULY 30, 2014 LAST REVISED ON FEBRUARY 17, 2015 BY MORRIS ASSOCIATES ENGINEERING & SURVEYING CONSULTANTS, PLLC.
- MAP ENTITLED "SURVEY OF LAND TO BE LEASED BY HOPEWELL RESTORATION CORP. FROM COUNTY OF DUTCHESS" DATED AUGUST 17, 2020 LAST REVISED ON DECEMBER 15, 2020 BY CPL.
- LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND HOPEWELL DEPOT RESTORATION CORPORATION DATED OCTOBER 2, 1997.
- AMENDED TO LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND HOPEWELL DEPOT MUSEUM.

PROPERTY INFORMATION

PARCEL # 6357-02-906965
ADDRESS: 56 RAILROAD AVENUE, HOPEWELL JUNCTION, NY 12533

UNAUTHORIZED ALTERATION OR ADDITION TO A MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES OF THE ORIGINAL OF THIS MAP MARKED WITH THIS LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL WITH SIGNATURE SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

BOUNDARIES OF LEASE PARCELS A, B, C, D AND E ARE BASED ON NON-FIELD MAPS BY MORRIS ASSOCIATES (PARCEL "A" AND PARCEL "B" DATED JULY 30, 2014 LAST REVISED ON FEBRUARY 17, 2015) AND CPL (PARCEL "C", "D" AND "E" DATED AUGUST 17, 2020, LAST REVISED ON DECEMBER 15, 2020).

DUE TO LACK OF PHYSICAL MONUMENTATION CALLED FOR ON THE ABOVE REFERENCED MAPPING, SURVEYORS OPINIONS OF SAID LEASE PARCEL BOUNDARIES MAY DIFFER.

Prepared by:

SCHMITT LAND SURVEYING PLLC
6 PONDEROSA DRIVE
HUDSON, NY 12534

STATE OF NEW YORK · KARL K. SCHMITT · 051233 · LICENSED LAND SURVEYOR

KARL K. SCHMITT, P.L.S.
N.Y.S. Lic. No. 051233

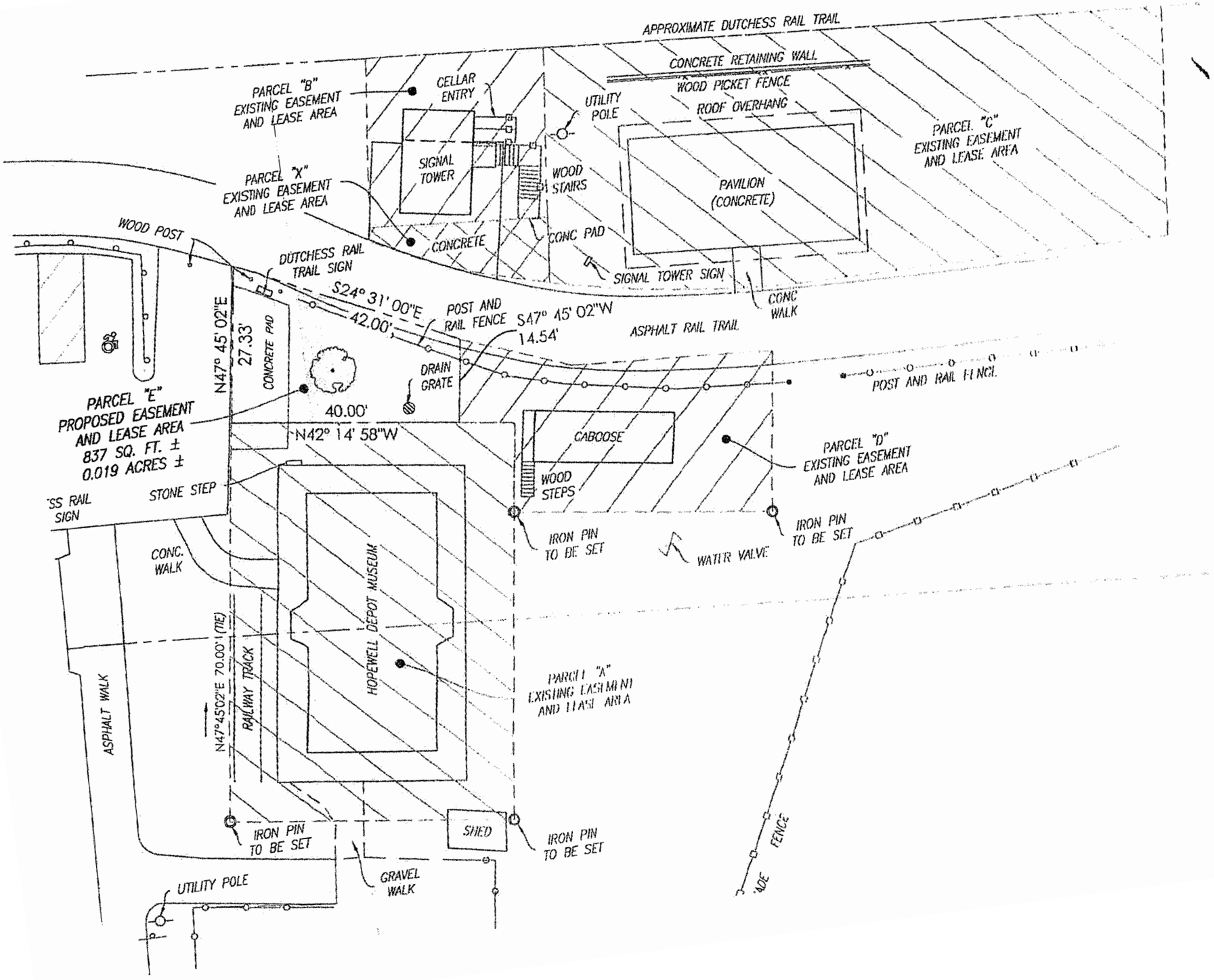
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MAP OF LAND TO BE LEASED BY HOPEWELL DEPOT MUSEUM FROM COUNTY OF DUTCHESS

TOWN OF EAST FISHKILL
DUTCHESS COUNTY, NEW YORK

SCALE 1" = 20'

DATE: MAY 31, 2025


APPROXIMATE DUTCHESS RAIL TRAIL
CONCRETE RETAINING WALL
WOOD PICKET FENCE
ROOF OVERHANG
PARCEL "B"
EXISTING EASEMENT
AND LEASE AREA
CELLAR
ENTRY
UTILITY
POLE
PARCEL "C"
EXISTING EASEMENT
AND LEASE AREA
SIGNAL
TOWER
WOOD
STAIRS
PAVILION
(CONCRETE)
PARCEL "X"
EXISTING EASEMENT
AND LEASE AREA
WOOD POST
CONCRETE
CONC PAD
DUTCHESS RAIL
TRAIL SIGN
SIGNAL TOWER SIGN
CONC
WALK
S24° 31' 00"E
42.00'
POST AND
RAIL FENCE
S47° 45' 02"W
14.54'
ASPHALT RAIL TRAIL
N47° 45' 02"E
27.33'
CONCRETE PAD
DRAIN
GRATE
POST AND RAIL FENCE
PARCEL "E"
PROPOSED EASEMENT
AND LEASE AREA
837 SQ. FT. ±
0.019 ACRES ±
40.00'
N42° 14' 58"W
CABOOSE
PARCEL "D"
EXISTING EASEMENT
AND LEASE AREA
STONE STEP
WOOD
STEPS
IRON PIN
TO BE SET
IRON PIN
TO BE SET
WATER VALVE
CONC.
WALK
HOPEWELL DEPOT MUSEUM
N47°45'02"E 70.00'(ME)
RAILWAY TRACK
PARCEL "A"
EXISTING EASEMENT
AND LEASE AREA
ASPHALT WALK
IRON PIN
TO BE SET
SHED
IRON PIN
TO BE SET
GRAVEL
WALK
UTILITY POLE
FENCE

LEGAL DESCRIPTION of Parcel "E"
Land to be leased by Hopewell Depot Museum from County of Dutchess
Date: May 31, 2025

Affected Tax Parcel Number: 6357-02-906965

Metes and bounds description

ALL that parcel of land as shown as Parcel "E" on map entitled "Map of Land to be leased by Hopewell Depot Museum from County of Dutchess" by Schmitt Land Surveying PLLC dated May 31, 2025, situate in Town of East Fishkill, County of Dutchess and State of New York being more particularly bounded and described as follows:

BEGINNING at an iron pin at the northwesterly corner of Parcel "A" – Existing Easement and Lease area as shown on a map entitled "Survey of Land to be Leased by Hopewell Depot Restoration Corp. from County of Dutchess" by Morris Associates Engineering & Surveying Consultants, PLLC dated July 30, 2014 and last revised on February 17, 2015; thence running northeasterly along the northerly line of said Parcel "A", North 47° 45'02" East 70.00 feet to the Point of Beginning;

Thence running northeasterly along the northerly line of Parcel "E" as shown on the aforementioned map, North 47° 45'02" East 27.33 feet to a point at the northeasterly corner of herein described parcel; thence running southeasterly along the easterly line of said Parcel "E", South 24° 31'00" East 42.00 feet to a point at the northeasterly corner of Parcel "D" as shown on map entitled "Survey of land to be leased by Hopewell Depot Restoration Corp. from County of Dutchess" by CPL dated August 17, 2020, last revised on December 15, 2020; thence running southwesterly along the northerly line of said Parcel "D", South 47° 45'02" West 14.54 feet to a point at the easterly line of Parcel "A"; thence running northwesterly along the easterly line of Parcel "A", North 42° 14'58" West 40.00 feet to the point or place of Beginning.

Containing 0.019 acres (837 Sq. Ft) of land more or less.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 Yes 0 No
Abstentions: 0

2025161 AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 **Yes** 0 **No**

Absent: 6 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2025161 AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025162

RE: AMENDING RESOLUTION NO. 2023101 TO ADD AN ADDITIONAL PROJECT AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, and CASWELL offer the following and move its adoption:

WHEREAS, the Commissioner of Public Works ("DPW") has advised that the New York State Department of Transportation ("NYSDOT") has approved an additional project for purchase of two pneumatic air compressors to State Comptroller's Contract No. K007393, for the period of April 1, 2018 through March 31, 2023, and

WHEREAS, by this Resolution, DPW seeks to amend Resolution No. 2023101 to add the additional project for the purchase of two pneumatic air compressors and to access allotted New York State funds, at no cost to the County as it is 100% State MEP funds, and

WHEREAS, no further funding is required under this Resolution, as the local share of the Public Transit projects has been obligated through prior Resolution No. 2023101, and

WHEREAS, DPW has determined that this project is classified as a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR), will not have a significant impact on the environment, and as a Type II Action no further review is required, and

WHEREAS, it is necessary for this Legislature to authorize the County Executive or her designee to amend Resolution No. 2023101 by adding the additional project for the purchase of two pneumatic air compressors, as approved by New York State, now, therefore, be it

RESOLVED, that this Legislature hereby authorizes and empowers the County Executive, or her designee, to amend Resolution No. 2023101 to add the additional project for the purchase of two pneumatic air compressors.

CA-110-25
EMW/rjw
G-1523-S
09/09/25
Fiscal Impact: See Attached

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGNER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____

Nature/Reason:
Accept state match grant funds and add additional project to project schedule.

Anticipated Savings to County: _____

Net County Cost (this year): $0
Over Five Years: _____

Additional Comments/Explanation:
This resolution will authorize the County Executive or her designee to revise resolution 2023101 by adding additional project (purchase two pneumatic air compressors), NYS Contract K007393. State has approved additional project.

Prepared by: David C. Whalen DCW Prepared On: 8/22/25

Dul pdf

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025162 AMENDING RESOLUTION NO. 2023101 TO ADD AN ADDITIONAL PROJECT AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 0

Absent: 6 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2025162 AMENDING RESOLUTION NO. 2023101 TO ADD AN ADDITIONAL PROJECT AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025163

RE: AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE WILCOX MEMORIAL PARK MOTOR FUEL TANK

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, and CASWELL offer the following and move its adoption:

WHEREAS, the County is the owner of Wilcox Memorial Park located in the Town of Milan, and

WHEREAS, the Department of Public Works ("DPW") has proposed a project to replace the existing motor fuel tank at Wilcox Memorial Park (the "Project"), which is necessary to avoid a major leak as the tank is over 20 years old and is currently starting to leak, and

WHEREAS, the existing motor fuel tank at Wilcox Memorial Park contains both gasoline and diesel fuel and is used to fuel DPW-Parks Division vehicles and maintenance equipment as well as other Dutchess County agencies including the Sheriff's Office and the Office for the Aging, and

WHEREAS, DPW is seeking funding in the amount of $100,000 to cover the costs for the Project which will include professional services, permitting, decommissioning and removal of the existing tank, purchasing and installation of a replacement above-ground gasoline/diesel tank, and

WHEREAS, DPW will properly register the removal and new tank installation with the New York State Department of Environmental Conservation (NYSDEC), and to the degree possible, salvage and re-use any motor fuels in the existing tank prior to its removal, and

WHEREAS, this proposed Project is a Type II action pursuant to Part 617.5(c)1 and (c)2 of the NYCRR ("SEQR"), requires no further environmental review, and will not have an adverse environmental impact, and

WHEREAS, it is necessary for this Legislature to authorize the establishment of a new capital project account which pertains to the aforementioned Project, and

WHEREAS, it is necessary to amend the 2025 Adopted County Budget to provide funds to meet these expenses, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATIONS

Increase

H0663.1620.4401.105	Professional Services	$ 20,000
H0663.1620.3110	Other Structures	$ 80,000
A.9950.9000	Interfund Transfers	$ 100,000
A.1990.4007	General Contingency	$ (100,000)
		$ 100,000

REVENUES

Increase

H0663.1620.50310	Interfund Transfer	$ 100,000
		$ 100,000

CA-103-25
AMS/mar/rjw
G-0188
09/02/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 100,000

Total Current Year Revenue $ 0
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☑ Additional Appropriations, ☐ Other *(explain).*

Identify Line Items(s):
(See Attached)

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $100,000
Over Five Years: _____

Additional Comments/Explanation:

The Department of Public Works is requesting $100,000 for the replacement of an existing motor fuel tank at Wilcox Memorial Park in Milan. The existing tank contains both gasoline and diesel fuel, and is used to fuel DPW Parks Division vehicles and maintenance equipment. Other agencies, including the Dutchess County Sheriff's Office and the Dutchess County Office for the Aging also use this fuel tank. The existing above-ground tank is over 20 years old and is starting to leak. The tank needs to be replaced before a major leak occurs.
The project will involve decommissioning and removing the existing tank, purchasing and installing a replacement above-ground gasoline/diesel tank, and properly registering the removal and new tank installation with New York State Dept. of Environmental Conservation (NYSDEC.)
Funding is requested for professional services, permitting, decommissioning, purchase of materials and equipment, and installation services.

Prepared by: Robert H. Balkind, P.E. x2085 (RB) Prepared On: 8/26/25

SUE SERINO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: **Gregg Pulver, Assistant County Executive**

FROM: **Robert H. Balkind, P.E., Commissioner**

DATE: **August 26, 2025**

RE: **RESOLUTION REQUEST – FUNDING FOR REPLACEMENT OF AN EXISTING MOTOR FUEL TANK AT WILCOX MEMORIAL PARK, TOWN OF MILAN**

The Department of Public Works is requesting $100,000 for the replacement of an existing motor fuel tank at Wilcox Memorial Park in Milan. The existing tank contains both gasoline and diesel fuel and is used to fuel DPW Parks Division vehicles and maintenance equipment. Other agencies, including the Dutchess County Sheriff's Office and the Dutchess County Office for the Aging also use this fuel tank. The existing above-ground tank is over 20 years old and is starting to leak. The tank needs to be replaced before a major leak occurs.

The project will involve decommissioning and removing the existing tank, purchasing and installing a replacement above-ground gasoline/diesel tank, and properly registering the removal and new tank installation with New York State Dept. of Environmental Conservation (NYSDEC.) To the degree possible, the Department will salvage and re-use any motor fuels in the existing tank prior to its removal. Funding is requested for professional services, permitting, decommissioning, purchase of materials and equipment, and installation services.

The project is a SEQR Type II action, per 6 NYCRR Part 617.5(c).1 and (c).2. No further environmental review is required.

cc: Mary F. Aldrich, MA, CPFO, Director of Fiscal Services, DPW

attch.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: ~~2~~
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025163 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE WILCOX MEMORIAL PARK MOTOR FUEL TANK

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 **Yes** 0 **No**

Abstentions: 0

2025163 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE WILCOX MEMORIAL PARK MOTOR FUEL TANK

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025164

RE: AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE FIRE TRAINING BUILDING (BURN BUILDING) AT EMERGENCY RESPONSE

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, and VALDÉS SMITH offer the following and move its adoption:

WHEREAS, the County is the owner of 392 Creek Road located in the Town of Hyde Park, and where the Dutchess County Department of Emergency Response is situated, and

WHEREAS, the Department of Public Works ("DPW") has proposed a project to replace the Fire Training Building (Burn Building) (the "Project") located at Emergency Response, and

WHEREAS, the existing Fire Training Building has been out of service for over a year due to its unsafe condition and would require extensive structural repairs to return it to service and still would not include many of the training features and props that are common in modern fire training facilities, and

WHEREAS, DPW is seeking funding in the amount of $700,000 to cover the costs for the Project including demolition of the existing building and installation of a new modular fire training building that will include the necessary training props and features, and

WHEREAS, this proposed Project is a Type II action pursuant to Part 617.5(c)1 and (c)2 of the NYCRR ("SEQR"), requires no further environmental review, and will not have an adverse environmental impact, and

WHEREAS, if funding is authorized, DPW anticipates demolition of the existing building to be completed by December 2025, and the new modular fire training building delivered and installed in the Spring of 2026, with the facility placed back in service by June of 2026, and

WHEREAS, it is necessary for this Legislature to authorize the establishment of a new capital project account which pertains to the aforementioned Project, and

WHEREAS, an appropriation of the fund balance is necessary to provide funding for the aforementioned Project, and

WHEREAS, it is necessary to amend the 2025 Adopted County Budget to provide funds to meet these expenses, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATIONS

Increase

H0662.3410.4401.105	Professional Services	$ 5,000
H0662.3410.3120	Demolition	$ 50,000
H0662.3410.3110	Other Structures	$ 645,000
A.9950.9000	Transfer to Capital Project Fund	$ 700,000
		$1,400,000

REVENUES

Increase

A.9998.95990.01	Appropriated Fund Balance General	$ 700,000
H0662.3410.50310	Interfund Transfer	$ 700,000
		$1,400,000

CA-102-25
AMS/mar/rjw
G-0188
09/02/25
Fiscal Impact: See Attached.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 700,000

Total Current Year Revenue $ 0
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☑ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):
(See Attached)

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $700,000
Over Five Years: _____

Additional Comments/Explanation:
The Department of Public Works is requesting $700,000 to replace the existing fire training building at the Department of Emergency Response, 392 Creek Road, in the Town of Hyde Park. The existing fire training building has been out of service for over a year due to its unsafe condition. The existing building has outlived its useful life and would require extensive structural repairs to return to service. Even if it were returned to service, the building does not have many of the training features and props that are common in modern fire training facilities.

If funding is approved, the Department will begin executing contracts in September 2025, and anticipates demolition to be completed by December 2025. The new modular fire training building will be delivered and installed in Spring 2026, with the facility placed in service by June 2026.

Prepared by: Robert H. Balkind, P.E. x2085 Prepared On: 8/25/25

Dut.pdf

SUE SERINO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: **Gregg Pulver, Assistant County Executive**

FROM: **Robert H. Balkind, P.E., Commissioner**

DATE: **August 26, 2025**

RE: **RESOLUTION REQUEST – FUNDING FOR REPLACEMENT OF THE FIRE TRAINING BUILDING FOR THE DEPARTMENT OF EMERGENCY RESPONSE, 392 CREEK ROAD, TOWN OF HYDE PARK**

The Department of Public Works is requesting $700,000 to replace the existing fire training building at the Department of Emergency Response, 392 Creek Road, in the Town of Hyde Park. The existing fire training building has been out of service for over a year due to its unsafe condition. The existing building has outlived its useful life and would require extensive structural repairs to return to service. Even if it were returned to service, the building does not have many of the training features and props that are common in modern fire training facilities.

The Department has received bids for demolition of the existing building, and for the installation of a new modular fire training building that includes the necessary training props and features. The cost summary is provided below:

Work Category	Cost	Remarks
Demolition of existing building	$41,000	Bids received 7/10/25
New modular training building	$549,971	Proposals received 8/5/25
Footing construction	$60,000	Estimate
Electrical materials	$7,000	Labor by DPW staff
Contingency	$40,000	Estimate
Project Total =	**$697,971**	(Say $700,000)

If funding is approved, the Department will begin executing contracts in September 2025, and anticipates demolition to be completed by December 2025. The new modular fire training building will be delivered and installed in Spring 2026, with the facility placed in service by June 2026.

The project is a SEQR Type II action, per 6 NYCRR Part 617.5(c).1 and (c).2. No further environmental review is required.

cc: Mary F. Aldrich, MA, CPFO, Director of Fiscal Services, DPW

attch.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025164 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE FIRE TRAINING BUILDING (BURN BUILDING) AT EMERGENCY RESPONSE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ____

Total : 19 (Yes) 0 (No)

Abstentions: 0

2025164 AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS FOR FUNDING TO REPLACE THE FIRE TRAINING BUILDING (BURN BUILDING) AT EMERGENCY RESPONSE

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025165

RE: AUTHORIZING COUNTY EXECUTIVE TO EXECUTE A SUPPLEMENT TO THE GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) AND AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, by Resolution No. 2024115, this Legislature authorized the County Executive to sign an Agreement with New York State Department of Transportation ("NYS DOT"), Comptroller's Contract No. K007553, which provided $908,800 in Federal funding with State and Local matching requirements, for the period of April 1, 2023 through March 31, 2028, and

WHEREAS, the Commissioner of Public Works ("DPW") has been advised that the NYSDOT has awarded the County a Supplement to the Grant Agreement ("Supplement #1"), State Comptroller's Contract No. K007553, and

WHEREAS, this Supplement #1 will provide the ability to access all allotted NYS matching funds of previously obligated FTA 5307/5339 federal funds, in the amount of $276,100, as set forth on the Schedule A1 annexed hereto, and

WHEREAS, no further County funding is needed as the local share of these projects has been obligated under Resolution No. 2024115, and

WHEREAS, it is necessary for this Legislature to authorize the execution of Supplement #1 and to amend the 2025 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore be it

RESOLVED, that this Legislature hereby authorizes the County Executive or her designee to accept this Supplement #1 grant award from New York State and further authorizes and empowers the County Executive or her designee to execute said Supplement #1 to the Grant Agreement, and any other documents necessary to receive such additional funds, on behalf of the County of Dutchess.

CA-111-25; EMW/rjw; G-1523-S; 9/9/25; Fiscal Impact: See Attached

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue and Source $ 0

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency, ☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $

Nature/Reason:

Accept state match grant funds and add additional project to project schedule.

Anticipated Savings to County:

Net County Cost (this year): $0

Over Five Years:

Additional Comments/Explanation:

This resolution will authorize the County Executive or her designee to execute Supplement #1 of contract #K007553, 4/1/2023 - 3/31/2028 with the New York State Department of Transportation. The Supplement #1, in the amount of $276, 100, will cover state matching funds applied to FTA 5307 and 5339 funding. Failure to adopt this resolution will result in unrealized revenues for the County.

See Schedule A1.

Prepared by: David C. Whalen DCW Prepared On: 8/22/25

Dut.pdf

Attachment 1 to Schedule A

Dated:

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Dutchess County

Comptroller's Contract #: K007553 **Contract period: 4/1/2023 to 3/31/2028**

AGREEMENT PURPOSE: ☐ **Main Agreement** ☐ **Administrative Correction** ☑ **Additional Available Funds**

GENERAL PROJECT DESCRIPTION

SFY 2328 Urban Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Dutchess County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - % *	*State Share %		Local Share %		Source State Approp	Project End Date	Useful Life
8TD0.35.001	Bus Support Equip and Facilities - Acquire Support Ve	NY-2024-072-00	0 - 0	$62,000	$49,600	Direct	80	$6,200	10	$6,200	10	Omnibus	12/2026	7
8TD0.45.001	Bus Rolling Stock - Buy Replacement 30-Ft Bus (2)	NY-2024-072-00	0 - 0	$870,547	$696,438	Direct	80	$87,054	10	$87,055	10	Omnibus	12/2026	12
8TD0.45.001	Bus Rolling Stock - Buy Replacement 30-Ft Bus (2)	NY-2024-072-00	0 - 0	$203,453	$162,762	Direct	80	$20,346	10	$20,345	10	Omnibus	12/2026	12
8TD0.46.001	2024 Preventive Maintenance	NY-2024-040-00	0 - 0	$1,625,000	$1,300,000	Direct	80	$162,500	10	$162,500	10	Omnibus	06/2025	
		Attachment Total:		**$2,761,000**	**$2,208,800**			**$276,100**		**$276,100**				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement

Amount of the Grant is for the State share only

Maximum Payable amount for Contract K007553 - $5,623,285.00

Current Encumbered Amount - $2,434,262.00

Comptroller's Contract #: K007553

Dutchess County

SFY 2328 Urban Master Grant Agreement

Attachment 1 to Schedule A

GRANTEE:

By: Robert Balkind

Title: Robert H. Balkind, P.E.
DPW Commissioner

Print Name:

Date: 8/27/25

NYSDOT:

By: _____

Date: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF DUTCHESS)

On this 27TH day of AUGUST, 2025 before me personally came ROBERT H. BALKIND to me known, who, being by me duly sworn did depose and say that he/she resides at 16 SWAIN DR, PLEASANT VALLEY, NY ; that he/she is the COMMISSIONER of the Municipal/Sponsor Corporation described in and which executed the above instrument; and that he/she signed his/her name to thereto by like order.

Regina Chiarello
Notary Public

REGINA CHIARELLO
Notary Public, State of New York
NO. 01CH6446260
Qualified In Ulster County
Commission Expires 01/17/2027

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025165 AUTHORIZING COUNTY EXECUTIVE TO EXECUTE A SUPPLEMENT TO THE GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) AND AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
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District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025165 AUTHORIZING COUNTY EXECUTIVE TO EXECUTE A SUPPLEMENT TO THE GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007553) AND AMENDING THE 2025 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025166

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ENVER CANI, IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, and GORMAN offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution 2024206, Dutchess County has assumed lead agency status for a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East, Village of Millerton (the "Project"), which Project includes the acquisition of various properties, and

WHEREAS, the County has further determined that this Project is classified as an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.6 of the NYCRR (SEQRA) and will not result in significant adverse impacts, and

WHEREAS, the Department of Public Works ("DPW") has determined that the Project is necessary for Americans with Disabilities Act (ADA) upgrades in the Town of North East, Village of Millerton, and to insure the continued service of the sidewalk as a link in the greater mobility and transportation system of the area, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire a fee acquisition of real property, as shown on Map 3, Parcel 3, approximately 102.81 +/- square feet, located at 4 South Maple Avenue, Town of North East, Village of Millerton, described as Parcel Identification Number 133801-7271-14-477253-0000, presently owned by Enver Cani, and

WHEREAS, a proposed Agreement to Purchase Real Property ("Agreement") between the County and the property owner is annexed hereto, and

WHEREAS, DPW has recommended that the subject property be purchased for the sum of $704, plus authorization to spend up to $1,000 in related expenses, if any, for this fee acquisition, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the Project, including the acquisition of portions of certain property, in the Town of North East, Village of Millerton, will <u>not</u> have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or her designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that upon receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of $704 and up to $1,000 in related expenses, if any, for such conveyance, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-107-25
AMS/mar/rjw
R-1079-C
09/02/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 704

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $704
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO ACQUIRE A PARCEL OF REAL PROPERTY OWNED BY ENVER CANI IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis MD Prepared On: 8/27/2025

Dul pdf

AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between ENVER CANI, with a mailing address of PO Box 229, Millerton, NY 12546, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey,

   ☒ a *fee acquisition of* 102.81+/- square feet of real property.
   Purchase Price: $704.00

   ☒ a *temporary easement to* 160.04+/- square feet of real property.
   Purchase Price: $219.00

   Located at 4 South Maple Avenue, Millerton, NY 12546, being further described on Maps 3&4, Parcels 3&4, attached hereto.

   Being a portion of those same lands described in that certain deed dated September 16, 2003, and recorded January 27, 2004 as Document Number 02 2004 1401, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-14-477253-0000).

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Lawn area with an improvement value of $80.00.

3. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing a sidewalk together with all appearances.

4. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

5. PURCHASE PRICE. The total purchase price is ONE THOUSAND THREE AND 00/100 DOLLARS ($1,003.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

6. THE PARTY OF THE SECOND PART is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.

7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.

8. THE CONTRACTOR hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.

9. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

10. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

11. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

12. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

13. ENTIRE AGREEMENT. This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

14. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

15. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

16. CLOSING DATE AND PLACE. Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.

17. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Enver Cani

_____
Department of Law

APPROVED AS TO CONTENT:

BUYER: _____
Sue Serino
County Executive

_____
Department of Public Works

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 3
PARCEL NO. 3
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

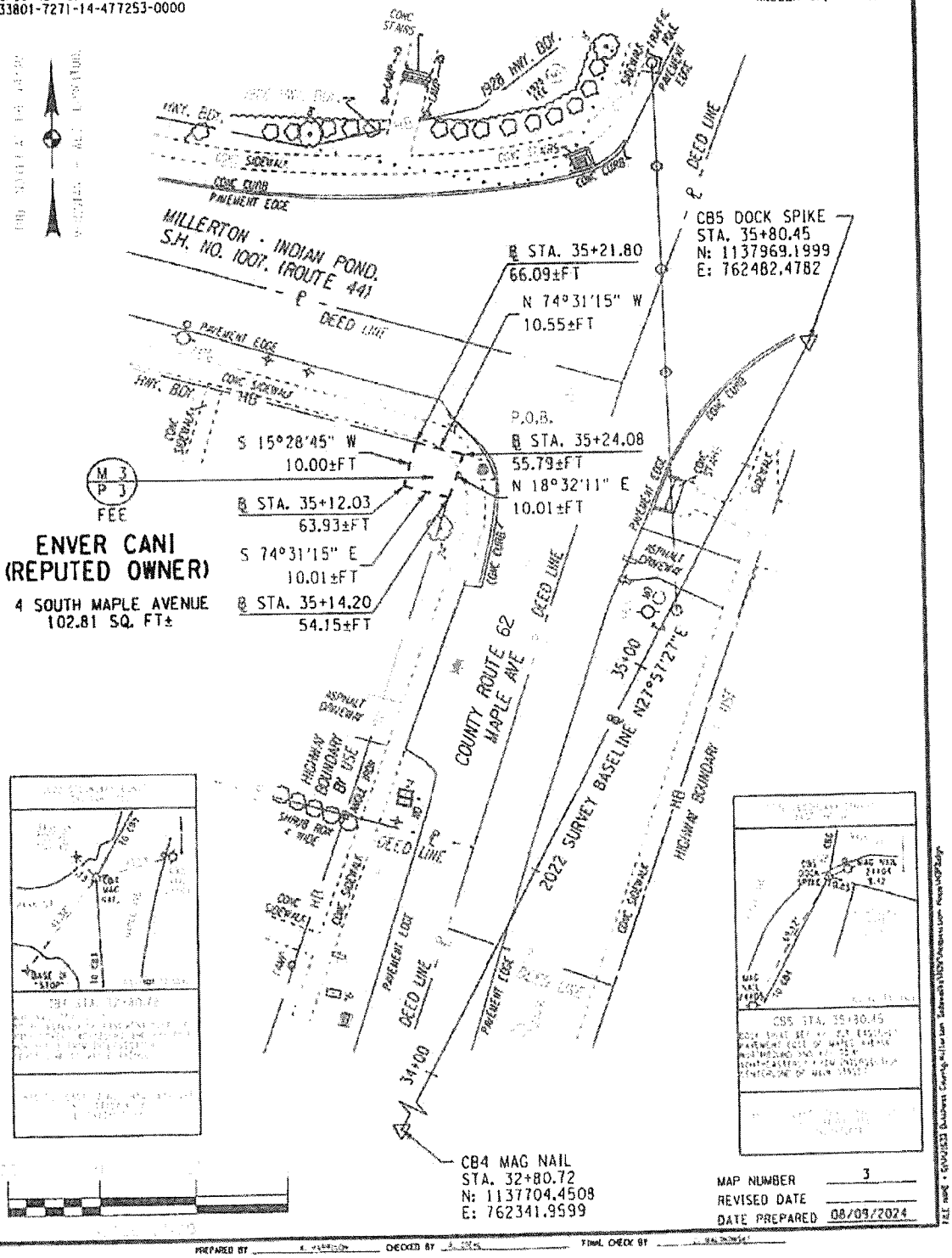
Type: FEE
Portion of Real Property Tax
Parcel ID No.
133801-7271-14-477253-0000

ENVER CANI
(REPUTED OWNER)

DOCUMENT# 02-2004-1401

Village of Millerton
County of Dutchess
State of New York

REPUTED OWNER:
ENVER CANI
PO BOX 229
MILLERTON, NY 12546



MAP NUMBER 3
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY _____ CHECKED BY _____ FINAL CHECK BY _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 3
PARCEL NO. 3
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 3, SITUATE IN THE VILLAGE OF MILLERTON, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) AT ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), SAID POINT BEING 55.79±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+24.08 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 74°-31'-15" WEST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44) 10.55±FT TO A POINT 66.09±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+21.80 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF ENVER CAN (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 15°-28'-45" WEST 10.00±FT TO A POINT 63.93±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+12.03 OF SAID BASELINE; AND (2) SOUTH 74°-31'-15" EAST 10.01±FT TO A POINT ON THE FIRST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), THE LAST MENTIONED POINT BEING 54.15±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+14.20 OF SAID BASELINE; THENCE NORTH 18°-32'-11" EAST ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 10.01±FT TO THE POINT OF BEGINNING. SAID PARCEL BEING 102.81± SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 32+80.72; THENCE NORTH 27°-57'-27" EAST TO STATION 35+80.45.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JAN 30 2025

Robert H. Bakind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
050314
LICENSED LAND SURVEYOR

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 30 2025

Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 3
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY _____ CHECKED BY _____ FINAL CHECK BY _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 4
PARCEL NO. 4
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

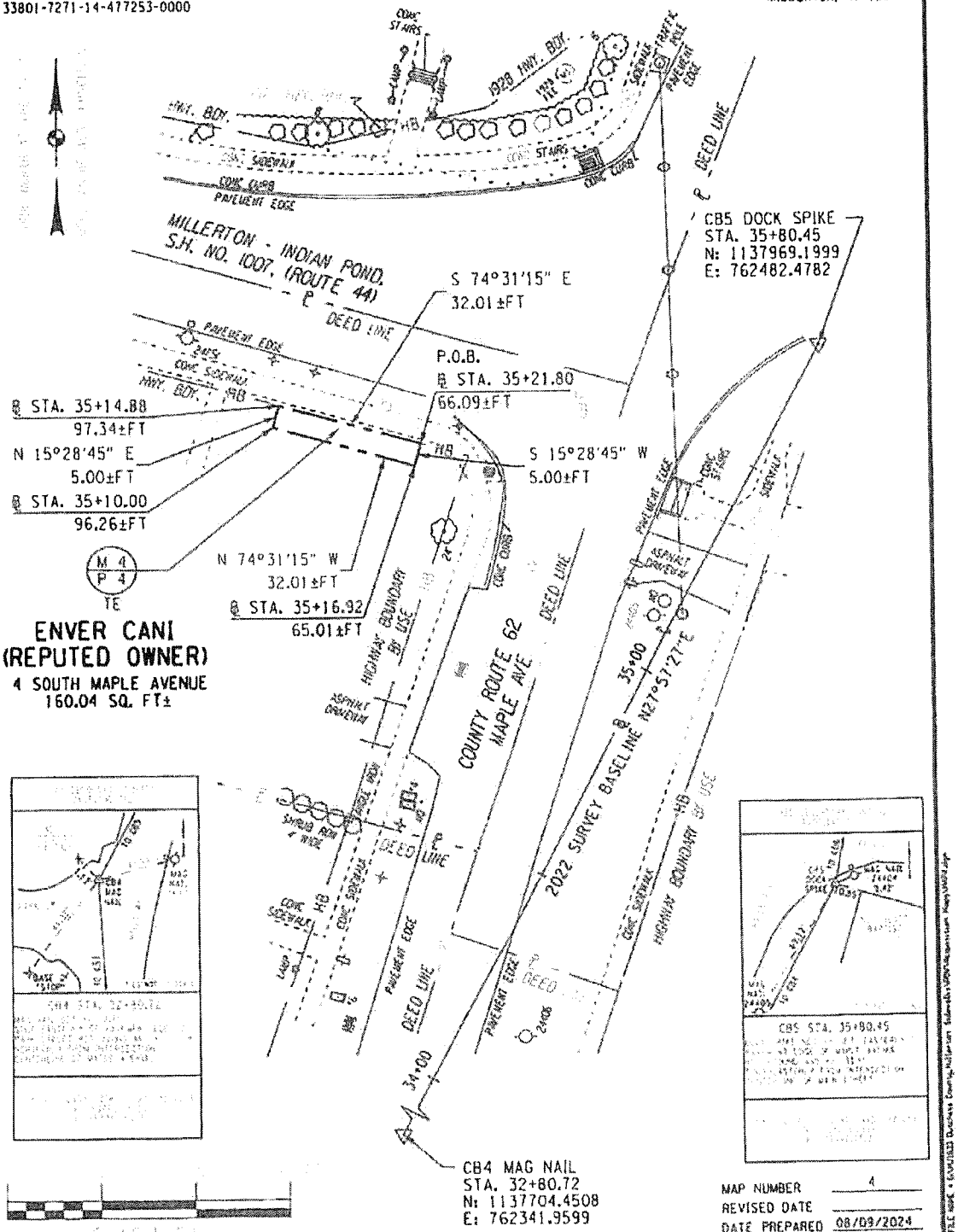
Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
133801-7271-14-477253-0000

ENVER CANI
(REPUTED OWNER)

DOCUMENT# 02-2004-1401

Village of Millerton
County of Dutchess
State of New York

REPUTED OWNER:
ENVER CANI
PO BOX 229
MILLERTON, NY 12546



MAP NUMBER 4
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY _____ CHECKED BY _____ FINAL CHECK BY _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 4
PARCEL NO. 4
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 4, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF A WORK AREA IN CONNECTION WITH THE REHABILITATION OF COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS TO GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), SAID POINT BEING 66.09±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+21.80 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE THROUGH THE PROPERTY OF ENVER CANI (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 15°-28'-45" WEST 5.00±FT TO A POINT 65.01±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+16.92 OF SAID BASELINE; (2) NORTH 74°-31'-15" WEST 32.01±FT TO A POINT 96.26±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+10.00 OF SAID BASELINE; AND (3) NORTH 15°-28'-45" EAST 5.00±FT TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), THE LAST POINT BEING 97.34±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+14.88 OF SAID BASELINE; THENCE SOUTH 74°-31'-15" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44) 32.01±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 160.04± SQUARE FEET MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 32+80.72; THENCE NORTH 27°-57'-27" EAST TO STATION 35+80.45.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JAN 30 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
LICENSED LAND SURVEYOR
050314

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 30 2025

Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 4
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY [illegible] CHECKED BY [illegible] FINAL CHECK BY [illegible]

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025166 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ENVER CANI, IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 **Yes** 0 **No**

Abstentions: 0

2025166 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ENVER CANI, IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 14, 2025

PUBLIC WORK AND CAPITAL PROJECTS

RESOLUTION NO. 2025167

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

Legislators METZGER, HOUSTON, PAOLONI, and GORMAN offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution 2024206, Dutchess County has assumed lead agency status for a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East, Village of Millerton (the "Project"), which Project includes the acquisition of various properties, and

WHEREAS, the County has further determined that this Project is classified as an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.6 of the NYCRR (SEQRA) and will not result in significant adverse impacts, and

WHEREAS, the Department of Public Works ("DPW") has determined that the Project is necessary for Americans with Disabilities Act (ADA) upgrades in the Town of North East, Village of Millerton, and to insure the continued service of the sidewalk as a link in the greater mobility and transportation system of the area, and

WHEREAS, DPW has made a determination that in order to complete the Project, it is necessary to acquire a fee acquisition over real property owned by Obsidian ML 5, LLC, located at 97 Route 44, Town of North East, Village of Millerton, described as approximately 1,530.77 +/- square foot parcel, Map No. 5, Parcel No. 5 of Tax Grid No. 133801-7271-15-504270-0000, and

WHEREAS, negotiations with the property owner to acquire this property have reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire a portion of property owned by Obsidian ML 5, LLC, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition in fee as follows:

Name	Map No.	Parcel No.	Area sq. ft	Proffered Amount
Obsidian ML 5, LLC	3	5	1,530.77 +/-	$18,274

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Obsidian ML 5, LLC pursuant to the Eminent Domain Procedure Law for the acquisition in fee of the above property in furtherance of the replacement of the sidewalk at CR 62 (Maple Avenue), in the Town of North East, Village of Millerton, Dutchess County, New York.

CA-106-25
AMS/mar/rjw
R-1079-D
09/02/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 18,274

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $18,274
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis MWD Prepared On: 8/2725

OBSIDIAN ML 5 CORRESPONDENCE DIARY

3/12/25	Offer package mailed to property owner
3/25/25	Received email from property owner confirming receipt of offer package along with questions regarding the project.
4/2/25	Questions answered
4/29/25	Additional Questions
5/1 25	Questions answered
6/25/25	Additional questions
6/26/25	Questions answered
7/17/25	Email received from owner's attorney stating they will accept the offer with modifications to the purchase documents. The requested modifications were forwarded to the county attorney for review. The department of law is anticipating a friendly condemnation will be the outcome.

AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between OBSIDIAN ML 5, LLC, a Delaware Limited Liability Company, with an address at 11995 El Camino Real, San Diego, CA. 92130, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey, all right, title and interest to a 1,530.77 +/- square foot parcel of real property located at 97 Route 44, Millerton, NY 12546, for the purpose of constructing a new sidewalk, being further described on Map 5, Parcel 5, attached hereto.

   Being a portion of those same lands described in that certain deed dated May 15, 2023 and recorded August 28, 2023 as Document Number 02 2023 2634, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-15-504270-0000).

2. IMPROVEMENTS INCLUDED IN THE ACQUISITION. The following improvements, if any, now in or on the property are included in this Agreement: Lawn area and five deciduous trees.

3. PURCHASE PRICE. The total purchase price is EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS ($18,274.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2.

4. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

5. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible

for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

6. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

7. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

8. ENTIRE AGREEMENT. This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

9. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

10. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

11. CLOSING DATE AND PLACE. Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.

12. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Authorized Agent

_____
Department of Law

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

_____
Department of Public Works

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 1 OF 3

Originals of this map (sheets 1 through 3) are on file at the offices of the Dutchess County Department of Public Works.

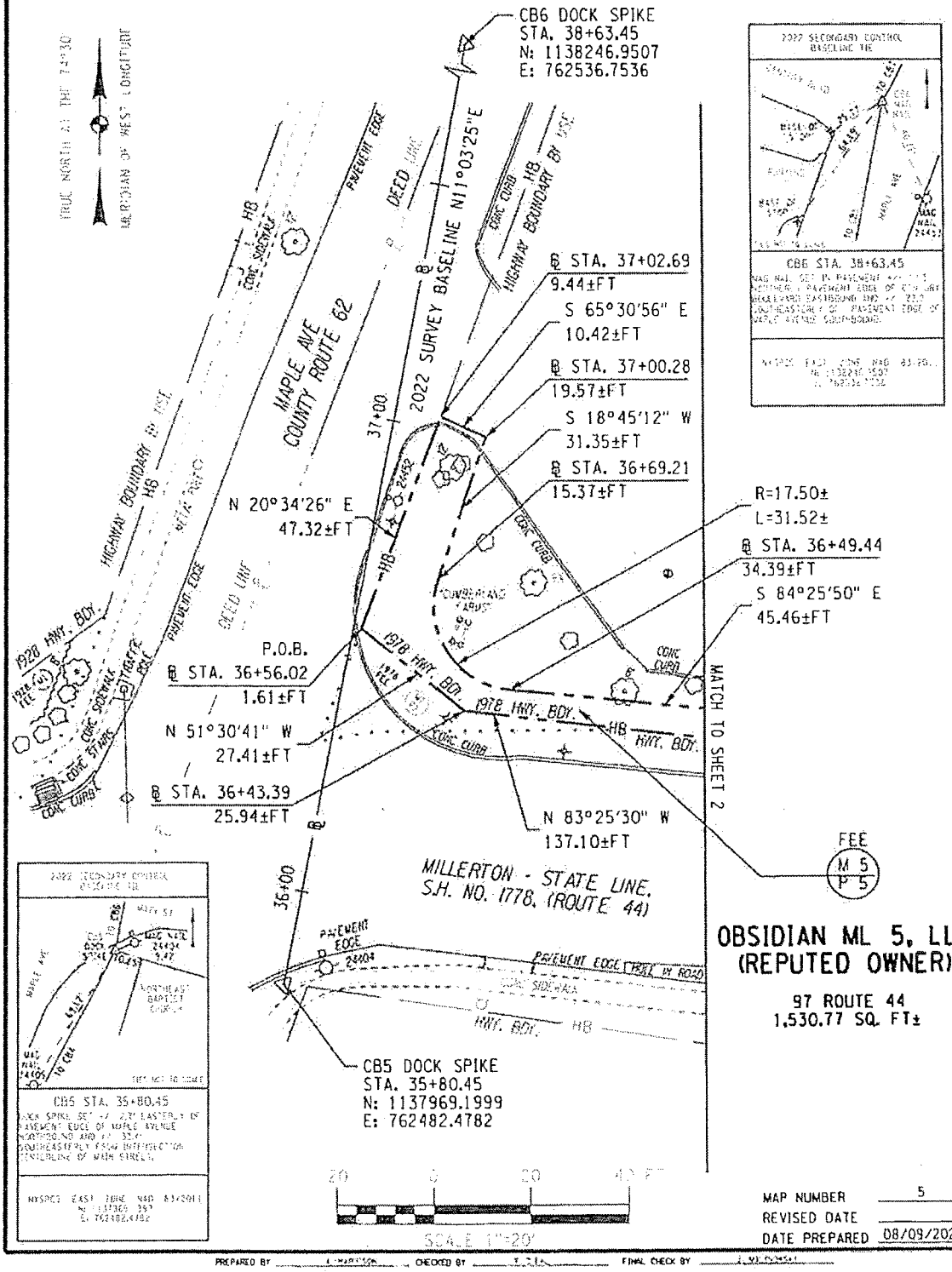
OBSIDIAN ML 5, LLC
(REPUTED OWNERS)

DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

Type: FFE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

REPUTED OWNER:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 15810



MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY _____ CHECKED BY _____ FINAL CHECK BY _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 2 OF 3

Originals of this map (sheets 1 through 3) are on file at the offices of the Dutchess County Department of Public Works.

Type: FEE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

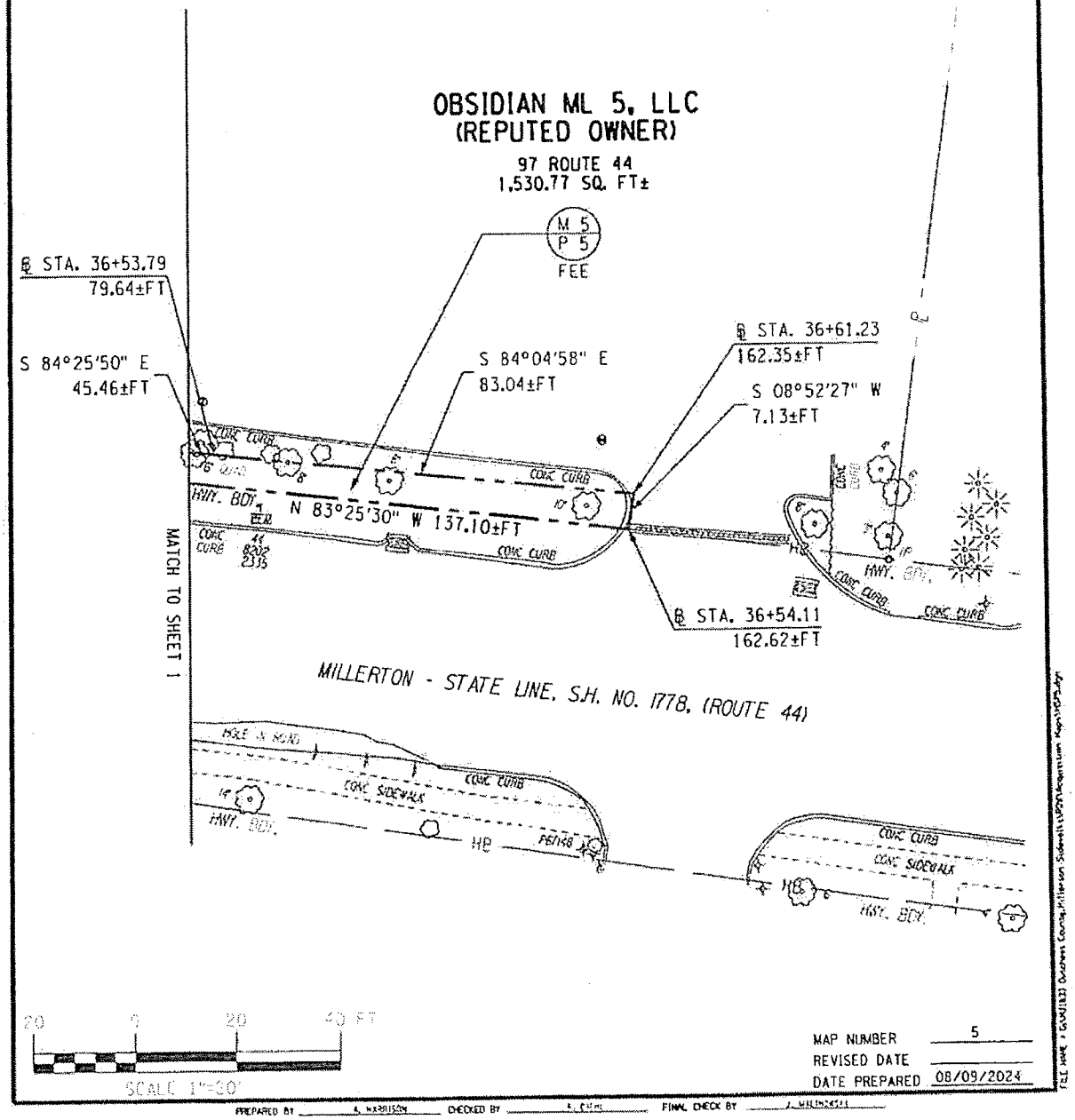
OBSIDIAN ML 5, LLC
(REPUTED OWNERS)

DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

REPUTED OWNERS:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 15810

TRUE NORTH AT THE 74°45' MERIDIAN OF WEST LONGITUDE



20 0 20 40 FT
SCALE 1"=20'

MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY A. HARRISON CHECKED BY FINAL CHECK BY

T:\LE HAVE \ GIS\11833 Dutchess County, Millerton Sidewalks\GIS\Mapping\Maps\MAP.mxd

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 3 OF 3

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 5, SITUATE IN THE VILLAGE OF MILLERTON, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) AT ITS INTERSECTION WITH THE EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), SAID POINT BEING 1.61±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+56.02 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 20°-34'-26" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 47.32±FT TO A POINT 9.44±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+02.69 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF OBSIDIAN ML 5, LLC (REPUTED OWNER) THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) SOUTH 65°-30'-56" EAST 10.42±FT TO A POINT 19.57±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+00.28 OF SAID BASELINE; (2) SOUTH 18°-45'-12" WEST 31.35±FT TO A POINT 15.37±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+69.21 OF SAID BASELINE; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 17.50±FT, A DISTANCE OF 31.52±FT TO A POINT 34.39±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+49.44 OF SAID BASELINE; (4) SOUTH 84°-25'-50" EAST 45.46±FT TO A POINT 79.64±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+53.79 OF SAID BASELINE; (5) SOUTH 84°-04'-58" EAST 83.04±FT TO A POINT 162.35±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+61.23 OF SAID BASELINE; AND (6) SOUTH 8°-52'-27" WEST 7.13±FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44), THE LAST MENTIONED POINT BEING 162.62±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+54.11 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 83°-25'-30" WEST 137.10±FT TO A POINT 25.94±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+43.39 OF SAID BASELINE; AND (2) NORTH 51°-30'-41" WEST 27.41±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,530.77± SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 35+80.45; THENCE NORTH 11°-03'-25" EAST TO STATION 38+63.45.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date Jan 30 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
LICENSED LAND SURVEYOR
050314

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 30 2025

Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY J. HARRISON CHECKED BY J. [illegible] FINAL CHECK BY J. MALINOWSKI

FILE NAME = G:\4\0\623 Dutchess County\Millerton Sidewalks\ROW\Exhibits\Map\5-EXP.dgn

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025167 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present:	19	**Resolution:**	✓	**Total :**	19	0
Absent:	6	**Motion:**			Yes	No
Vacant:	0			**Abstentions:**	0	

2025167 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO.2025168

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, and GORMAN offer the following and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has proposed replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, which project includes the acquisition of various portions of real property (the "Project"), and

WHEREAS, DPW has determined that this Project is classified as a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617.5(c) (2) of the NYCRR (SEQR) and as such no further action is required, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire a temporary easement over real property from Swift Cemetery Plot, located at 767 Chestnut Ridge Road, Town of Dover, described as approximately 1,084.31 +/- square foot parcel, Map No. 1, Parcel No. 1 of Tax Grid No. 132600-6963-00-242169-0000, and

WHEREAS, ownership of the cemetery is undetermined and there is no known mailing address, therefore authorization is requested to begin Eminent Domain Proceedings to acquire the temporary easement over the portion of property from Swift Cemetery Plot, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said temporary easement as follows:

Name	Map Nos.	Parcel Nos.	Area sq. ft	Proffered Amount
Swift Cemetery Plot	1	1	1,084.31 +/-	$325

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Swift Cemetery Plot pursuant to the Eminent Domain Procedure Law for the acquisition of a temporary easement over the above property in furtherance of the replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, Dutchess County, New York.

CA-109-25
AMS/rjw
R-1089-B
09/08/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 325

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $325
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE TEMPORARY EASEMENTS FROM SWIFT CEMETERY PLOT IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

MD

Prepared by: Matthew W. Davis

Prepared On: 8/26/25 MD

Dut pdf

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

This Agreement by and between SWIFT CEMETERY PLOT, with an address of 767 Chestnut Ridge Road, Dover Plains, NY10280, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey,

   ☒ a *temporary easement* to 1,084.31+/- square feet of real property. Purchase Price: $325.00

   Located at 767 Chestnut Ridge Road, Dover Plains, NY 10280, being further described on Map 1, Parcel 1, attached hereto.

   Being a portion of those same lands with the Dutchess County Parcel Identification Number (132600-6963-00-242169-0000).

2. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing a box culvert together with all appearances.

3. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

4. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None

5. PURCHASE PRICE. The total purchase price is THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2 if any.

6. THE PARTY OF THE SECOND PART is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.

7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.

8. THE CONTRACTOR hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.

9. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

10. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

11. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

12. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

13. ENTIRE AGREEMENT. This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

14. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

15. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

16. CLOSING DATE AND PLACE. Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.

17. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this ____ day of _____2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Swift Cemetery Plot

_____
Department of Law

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

BUYER: _____
County of Dutchess

_____
Department of Public Works

Print Name: _____

Title: _____

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-242169-0000

SWIFT CEMETERY PLOT (REPUTED OWNER)

DOCUMENT# N/A

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
SWIFT CEMETERY PLOT
MAILING ADDRESS N/A

TRUE NORTH AT THE 74°30' MERIDIAN OF WEST LONGITUDE

GPS2 DOCK SPIKE
STA. CR 13+38.37
N: 1057223.9190
E: 730372.4496

MILLBROOK EQUESTRIAN FARM, INC.
(REPUTED OWNER)
779 CHESTNUT RIDGE RD

N 31°49'04" W
23.45±FT
P.O.B.
℄ STA.
CR 12+41.10
15.09±FT

℄ STA. CR 12+54.59
34.26±FT
S 30°01'12" W
54.20±FT

TE
N 1
P 1

SWIFT
CEMETERY PLOT
(REPUTED OWNER)
767 CHESTNUT RIDGE RD
1,084.31 SQ. FT± OF
WHICH 253.70 SQ. FT±
IS UNDERWATER.

℄ OF PROPOSED IMPROVEMENT
CHESTNUT RIDGE ROAD

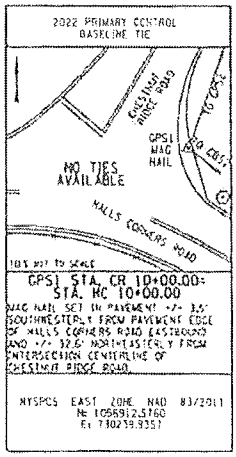
N 30°29'09" E
51.60±FT

℄ STA. CR 12+00.79
40.83±FT
S 37°17'37" E
21.95±FT
℄ STA. CR 11+89.94
21.76±FT

2022 SURVEY BASELINE
N23°03'20"E
COUNTY ROUTE 23
CR 12+00
CR 13+00
1+00
0+00

GRAVEL DRIVE
GRASS
CONC. CURB
PAVEMENT EDGE
COUNTY RD. BDY.
HB
STREAM BED (DRY AT TIME OF SURVEY)
BRUSH
W-BEAM GUIDE RAIL
CONC. HEADWALL
CULVERT D-06
MIXED WOODS
15'
2'

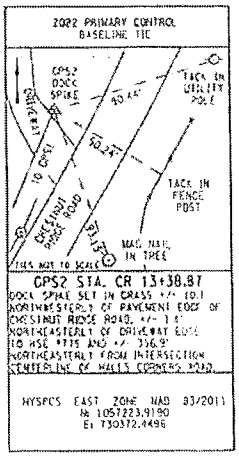
2022 PRIMARY CONTROL BASELINE TIE



GPS1 STA. CR 10+00.00=
STA. HC 10+00.00
MAG NAIL SET IN PAVEMENT +/- 3.5' SOUTHWESTERLY FROM PAVEMENT EDGE OF HALLS CORNERS ROAD EASTBOUND AND +/- 32.6' NORTHEASTERLY FROM INTERSECTION CENTERLINE OF CHESTNUT RIDGE ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1056912.5760
E: 730239.9357

2022 PRIMARY CONTROL BASELINE TIE



GPS2 STA. CR 13+38.37
DOCK SPIKE SET IN GRASS +/- 10.1' NORTHWESTERLY OF PAVEMENT EDGE OF CHESTNUT RIDGE ROAD, +/- 1.6' NORTHEASTERLY OF DRIVEWAY EDGE (ID #SE 4775 AND +/- 316.9' NORTHEASTERLY FROM INTERSECTION CENTERLINE OF HALLS CORNERS ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1057223.9190
E: 730372.4496

GPS1 MAG NAIL
STA. CR 10+00.00=
STA. HC 10+00.00
N: 1056912.5760
E: 730239.9357

20 0 20 40 FT
SCALE 1"=20'

MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. HOUSE CHECKED BY R. OBEN FINAL CHECK BY J. MALINOWSKI

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 1, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) ON THE SOUTHWEST AND THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) ON THE NORTHEAST, SAID POINT BEING 15.09±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+41.10 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE NORTH 31°49'04" WEST ALONG SAID DIVISION LINE 23.45±FT TO A POINT 34.26±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+54.59 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 30°01'12" WEST 54.20±FT TO A POINT 40.83±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+00.79 OF SAID BASELINE; AND (2) SOUTH 37°17'37" EAST 21.95±FT TO A POINT ON THE FIRST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 21.76±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+89.94 OF SAID BASELINE; THENCE NORTH 30°29'09" EAST ALONG THE LAST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 51.60±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,084.31± SQUARE FEET MORE OR LESS OF WHICH 253.70± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE NORTH 23°03'20" EAST TO STATION CR 13+38.37.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date January 7 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
050314
LICENSED LAND SURVEYOR

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY A. HADLEY CHECKED BY R. BIRD FINAL CHECK BY J. MALINOWSKI

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	absent	

Present: 10 Resolution: ✓ Total : 10 0

Absent: 2 Motion: ____ Yes No

Vacant: 0 Abstentions: 0

2025168 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025168 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

OCTOBER 14, 2025

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025169

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE TEMPORARY EASEMENTS ON REAL PROPERTY OWNED BY MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, IN THE TOWN OF DOVER

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, and GORMAN offer the following and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has proposed replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, which project includes the acquisition of various portions of real property (the "Project"), and

WHEREAS, DPW has determined that this Project is classified as a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617.5(c) (2) of the NYCRR (SEQR) and as such no further action is required, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire three (3) temporary easements over real property owned by Millbrook Equestrian Farm Inc. located at 57 Halls Corners Road, Town of Dover, described as approximately 5,050.33 +/- square foot parcel, Map Nos. 1,2,3, Parcel Nos. 1,2,3 of Tax Grid No. 132600-6963-00-259195 and 132600-6963-00-333245-0000, and

WHEREAS, negotiations with the property owners to acquire these properties have reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire three (3) temporary easements over portions of property owned by Millbrook Equestrian Farm Inc., and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said temporary easements as follows:

Name	Map Nos.	Parcel Nos.	Area sq. ft	Proffered Amount
Millbrook Equestrian Farm LLC	1	1	3,554.97 +/-	$ 610
	2	2	669.79 +/-	$ 195
	3	3	825.57 +/-	$ 145
Contributory value of improvements (Maple Tree)				$1,175

Total $2,125

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Millbrook Equestrian Farm Inc. pursuant to the Eminent Domain Procedure Law for the acquisition of three (3) temporary easements over the above property in furtherance of the replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, Dutchess County, New York.

CA-108-25
AMS/mar/rjw
R-1089-A
09/03/25; rev'd 9/25/25
Fiscal Impact: See Attached.

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 2,125

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☑ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $2,125
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE TEMPORARY EASEMENTS FROM MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis MWD Prepared On: 8/26/25

SUE SERINO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner

FROM: Matthew W. Davis, Assistant Civil Engineer I MD

DATE: September 25, 2025

RE: RESOLUTION REQUEST –TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE A TEMPORARY EASEMENT FROM MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

The Department of Public Works is seeking authorization to begin condemnation proceedings to acquire temporary easements totaling 5,050.33 +/- square feet as described on Maps 1,2,3 Parcels 1,2,3 for the purchase price of $950.00 along with a maple tree with a site improvement value of $1,175.00.

These easements are located at 57 Halls Corners Road in the Town of Dover, Parcel Identification Number: (132600-6963-00-333245-0000) and 779 Chestnut Ridge Road in the Town of Dover, Parcel Identification Number: (132600-6963-00- 259195-0000).

The initial offer package was mailed certified to the property owner on June 3, 2025. The County Attorney's Office received a signed certified mailing receipt from the primary owners' mailing address on August 25, 2025. The initial 90 day offer period will expire on September 3, 2025. In order to keep the project on schedule the department is antedating a condemnation request. The County Attorney's Office will continue to try to contact and work with the property owner to secure the temporary easements without condemnation. If the county attorney can secure all the necessary closing documents before the October 14, 2025 legislative board meeting this condemnation request will be pulled from the agenda.

The subject project is classified as a Type II Action as per 6 NYCRR§617.5(c) (2). No further action is required

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

This Agreement by and between MILLBROOK EQUESTRIAN FARM INC., with a mailing address of 100 Coliseum Drive, Cohoes, NY 12047, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey the following temporary easements located at 779 Chestnut Road and 57 Halls Corners Road, Dover Plains, NY 10280,

   ☒ a *temporary easement* to 3,554.97+/- square feet of real property as shown on Map 1 Parcel 1 for the purchase price of $610.00

   ☒ a *temporary easement* to 669.79+/- square feet of real property as shown on Map 2 Parcel 2 for the purchase price of $195.00

   ☒ a *temporary easement* to 825.57+/- square feet of real property as shown on Map 3 Parcel 3 for the purchase price of $145.00

   Map 2 being a portion of those same lands described in that certain deed dated March 15, 2002, and recorded April 4, 2002 as Document 02 2002 3181 in the Office of the County Clerk for Dutchess County, with the Parcel Number (132600-6963-00-259195-0000).

   Maps 1 and 3 being portions of those same lands described in that certain deed dated April 4, 1995, and recorded April 20, 1995 in Liber 1960 Page 339 in the Office of the County Clerk for Dutchess County, with the Parcel Number (132600-6963-00-333245-0000).

2. TEMPORARY EASEMENT USE. The temporary easements shall be exercised for the purpose of access and constructing or reconstructing two box culvert structures together with all appearances.

3. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

4. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Maple tree with the improvement value of $1,175.00.

5. PURCHASE PRICE. The total purchase price is TWO THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($2,125.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 4 if any.

6. THE PARTY OF THE SECOND PART is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.

7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.

8. THE CONTRACTOR hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.

9. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

10. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate

party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

11. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

12. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

13. ENTIRE AGREEMENT. This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

14. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

15. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

16. CLOSING DATE AND PLACE. Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.

17. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this ____ day of _____2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Millbrook Equestrian Farm Inc.

_____
Department of Law

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

BUYER: _____
County of Dutchess

_____
Department of Public Works

Print Name: _____

Title: _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

REPLACEMENT OF
CULVERT D-07
COUNTY ROUTE 24
(HALLS CORNERS ROAD)

PIN N/A

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-333245-0000

Lot #5 on a map entitled "Survey Map Showing Wiendieck Subdivision" as surveyed by Kevin Cunningham, dated 3/7/88, and filed in the Dutchess County Clerk's Office on 6/27/88 as Filed Map No. 8432.

MILLBROOK EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

B. 1960 P. 339

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARMS, INC.
100 COLISEUM DRIVE
COHOES, NY 12047

TRUE NORTH AT THE 74°30' MERIDIAN OF WEST LONGITUDE

GPS1 MAG NAIL
STA. CR 10+00.00=
STA. HC 10+00.00
N: 1056912.5760
E: 730239.9357

N 65°37'47" W
17.62±FT
℄ STA. HC 13+11.24
19.15±FT

CB52 DOCK SPIKE
STA. HC 13+53.18
N: 1056717.2330
E: 730534.1768

P.O.B.
℄ STA. HC 12+93.85
16.33±FT
N 39°22'00" E
22.96±FT
℄ STA. HC 12+96.16
39.17±FT

S 56°25'13"E
1+00 HC 13+00
℄ OF PROPOSED IMPROVEMENT

N 87°37'47" W
68.91±FT

S 89°50'05" E
130.26±FT

S 82°22'13" W
72.41±FT

S 33°31'14" E
21.45±FT

2+00 2022 SURVEY BASELINE N75°29'38"E

HC 14+00 COUNTY ROUTE 24 HALLS CORNERS ROAD 3+00 HC 14+50 HC 15+00

BOX CULVERT D-07

EDGE OF WATER
STREAM BED
EDGE OF WATER

TE
M 1
P 1

MILLBROOK
EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

57 HALLS CORNERS RD
3,554.97 SQ. FT± OF
WHICH 200.04 SQ. FT±
IS UNDERWATER.

℄ STA. HC 14+05.35
24.00±FT

℄ STA. HC 14+70.25
35.61±FT

℄ STA. HC 14+77.24
15.33±FT

5' WOOD POST & RAIL
FENCE W/ELEC. WIRE

CB53 DOCK SPIKE
STA. HC 15+74.01
N: 1056772.5462
E: 730747.9650

2022 PRIMARY CONTROL BASELINE TIE

NO TIES AVAILABLE

GPS1 STA. CR 10+00.00=
STA. HC 10+00.00
MAG NAIL SET IN PAVEMENT +/- 3.5' SOUTHWESTERLY FROM PAVEMENT EDGE OF HALLS CORNERS ROAD EASTBOUND AND +/- 32.6' NORTHEASTERLY FROM INTERSECTION CENTERLINE OF CHESTNUT RIDGE ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1056912.5760
E: 730239.9357

2022 SECONDARY CONTROL BASELINE TIE

CB52 STA. HC 13+53.18
DOCK SPIKE SET +/- 2.6' SOUTHERLY OF PAVEMENT EDGE OF HALLS CORNERS ROAD EASTBOUND AND +/- 375.4' SOUTHEASTERLY FROM INTERSECTION CENTERLINE OF CHESTNUT RIDGE ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1056717.2330
E: 730534.1768

2022 SECONDARY CONTROL BASELINE TIE

CB53 STA. HC 15+74.01
DOCK SPIKE SET +/- 2.2' NORTHERLY OF PAVEMENT EDGE OF HALLS CORNERS ROAD WESTBOUND AND +/- 584.0' SOUTHEASTERLY FROM INTERSECTION CENTERLINE OF CHESTNUT RIDGE ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1056772.5462
E: 730747.9650

20 0 20 40 FT
SCALE 1"=20'

MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. HENSLEY CHECKED BY R. DIEHL FINAL CHECK BY J. VAN DEMARK

FILE NAME: S:\SURVEY\Dutchess County\DCDPW Proj Maps\10.87.24 Plugin

REPLACEMENT OF
CULVERT D-07
COUNTY ROUTE 24
(HALLS CORNERS ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 1, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-07, COUNTY ROUTE 24 (HALLS CORNERS ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD), SAID POINT BEING 16.33±FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 12+93.85 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-07, COUNTY ROUTE 24 (HALLS CORNERS ROAD) PROJECT; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARMS, INC. (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 39°22'00" EAST 22.96±FT TO A POINT 39.17±FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 12+96.16 OF SAID BASELINE; (2) SOUTH 89°50'05" EAST 130.26±FT TO A POINT 35.61±FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+70.25 OF SAID BASELINE; AND (3) SOUTH 33°31'14" EAST 21.45±FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD), THE LAST MENTIONED POINT BEING 15.33±FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+77.24 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 82°22'13" WEST 72.41±FT TO A POINT 24.00±FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+05.35 OF SAID BASELINE; (2) NORTH 87°37'47" WEST 68.91±FT TO A POINT 19.15±FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 13+11.24 OF SAID BASELINE; AND (3) NORTH 65°37'47" WEST 17.62±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 3,554.97± SQUARE FEET MORE OR LESS OF WHICH 200.04± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-07, COUNTY ROUTE 24 (HALLS CORNERS ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE SOUTH 56°25'13" EAST TO STATION HC 13+53.18; THENCE NORTH 75°29'38" EAST TO STATION HC 15+74.01.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JAN 7 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH O. MALINOWSKI
LICENSED LAND SURVEYOR
050314

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

Joseph O. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. HOWLEY CHECKED BY R. DIEM FINAL CHECK BY J. MALINOWSKI

FILE NAME = G:\PROJECTS\Dutchess County\DOPW\Culverts D-07 Hall Woods Rd\D-07 Plat.dgn

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 2
PARCEL NO. 2
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-259195-0000

Lot #2 on a map entitled "Plat of Wiendieck Subdivision" as surveyed by Harry L. Bly, L.S., dated 6/11/87, last revised 7/21/87 and filed in the Dutchess County Clerk's Office on 12/21/87 as Filed Map No. 8222.

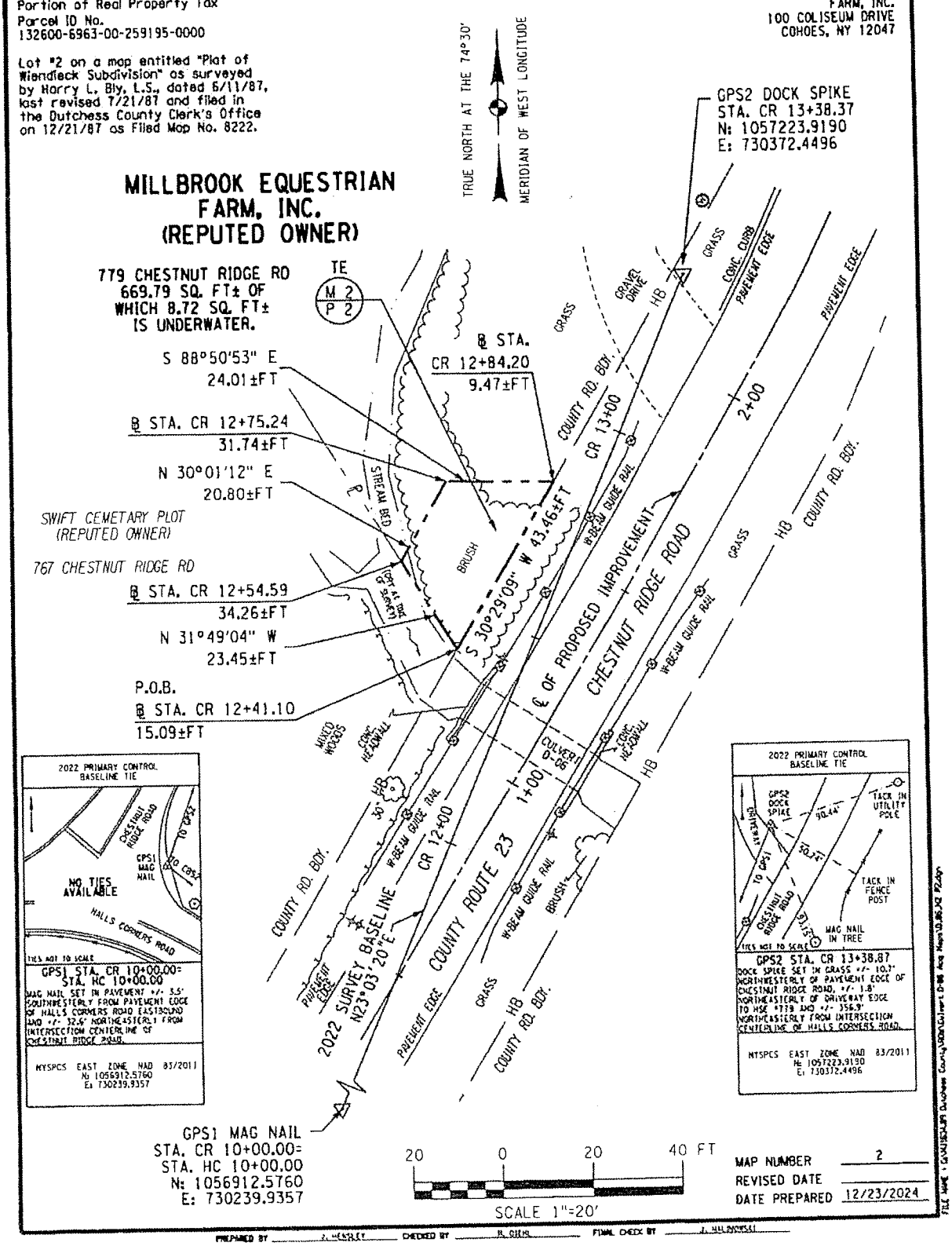
MILLBROOK EQUESTRIAN
FARM, INC.
(REPUTED OWNER)

DOCUMENT# 02-2002-3181

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARM, INC.
100 COLISEUM DRIVE
COHOES, NY 12047

TRUE NORTH AT THE 74°30' MERIDIAN OF WEST LONGITUDE



MAP NUMBER 2
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. MCKINLEY CHECKED BY R. GIESE FINAL CHECK BY J. MULDOWNEY

FILE NAME: C:\SURVEY\CAD\Dutchess County\ROW\Culvert D-06 Rte 23\Maps\D-06_RTE23_MAP2.dgn

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 2
PARCEL NO. 2
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 2 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) ON THE SOUTHWEST AND THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) ON THE NORTHEAST, SAID POINT BEING 15.09±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+41.10 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE NORTH 31°49'04" WEST ALONG SAID DIVISION LINE 23.45±FT TO A POINT 34.26±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+54.59 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) NORTH 30°-01'-12" EAST 20.80±FT TO A POINT 31.74±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+75.24 OF SAID BASELINE; AND (2) SOUTH 88°-50'-53" EAST 24.01±FT TO A POINT ON THE FIRST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 9.47±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+84.20 OF SAID BASELINE; THENCE SOUTH 30°29'09" WEST ALONG THE LAST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 43.46±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 669.79± SQUARE FEET MORE OR LESS OF WHICH 8.72± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE NORTH 23°03'20" EAST TO STATION CR 13+38.37.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JAN 7 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK · JOSEPH O. MALINOWSKI · LICENSED LAND SURVEYOR · 050314

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

Joseph O. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 2
REVISED DATE
DATE PREPARED 12/20/2024

PREPARED BY J. MUSSLEY CHECKED BY R. DIEHL FINAL CHECK BY J. MALINOWSKI

THIS MAP IS THE PROPERTY OF DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS AND IS LOANED FOR THE SPECIFIC PURPOSE STATED. IT MUST BE RETURNED UPON REQUEST AND NOT COPIED OR LOANED TO ANY OTHER PERSON OR FIRM.

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 3
PARCEL NO. 3
SHEET 1 OF 2

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-333245-0000

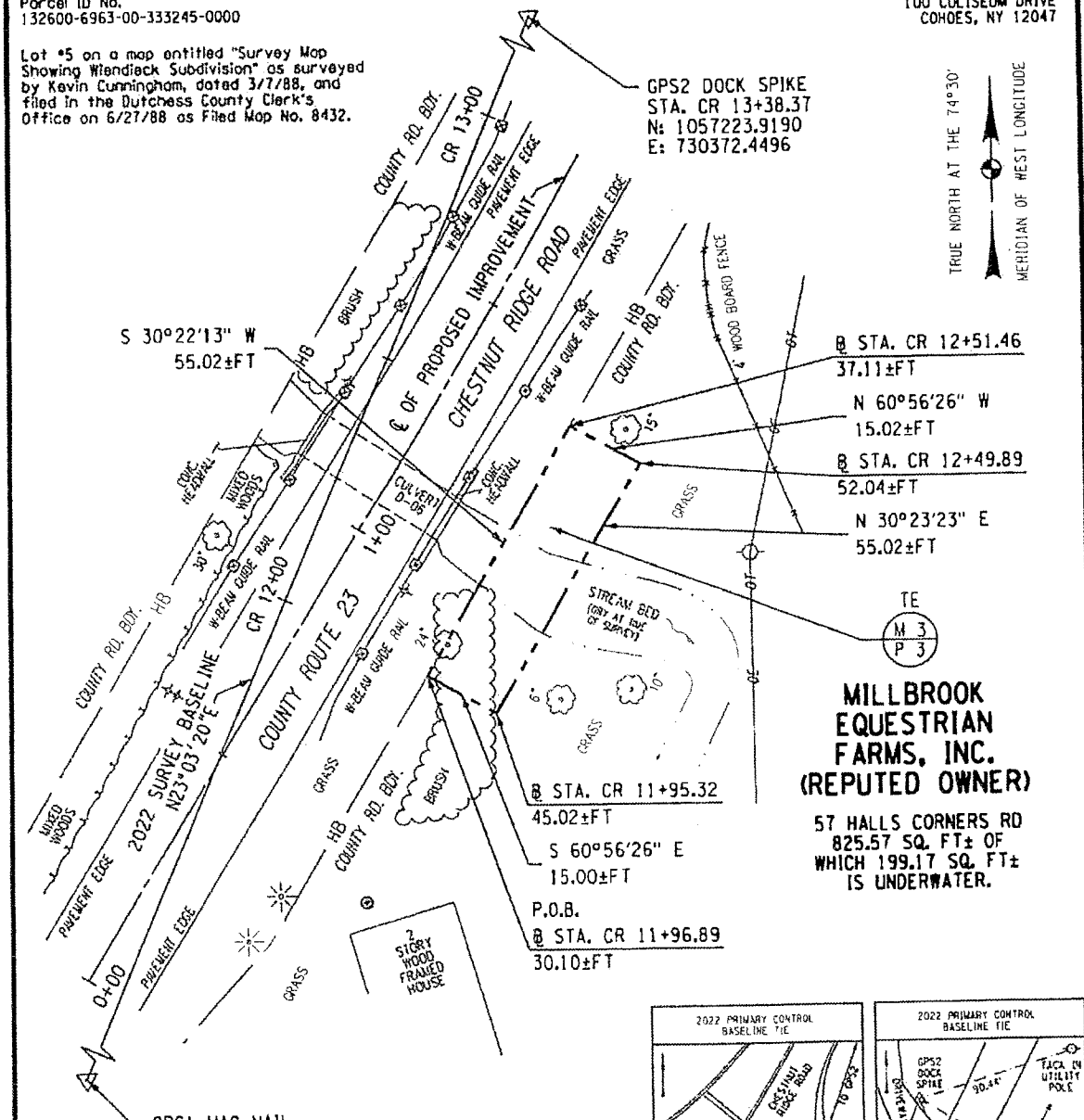
Lot #5 on a map entitled "Survey Map Showing Wendieck Subdivision" as surveyed by Kevin Cunningham, dated 3/7/88, and filed in the Dutchess County Clerk's Office on 6/27/88 as Filed Map No. 8432.

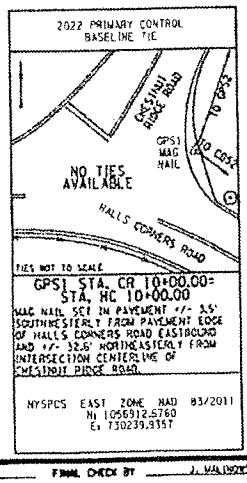
MILLBROOK EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

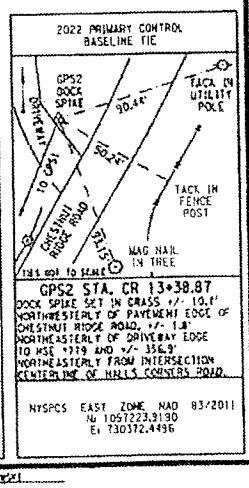
B. 1960 P. 339

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARMS, INC.
100 COLISEUM DRIVE
COHOES, NY 12047







MAP NUMBER 3
REVISED DATE
DATE PREPARED 12/23/2024

20 0 20 40 FT
SCALE 1"=20'

PREPARED BY A. MENDLEY CHECKED BY R. DION FINAL CHECK BY J. MALINOWSKI

FILE NAME: I:\SURVEY\Dutchess County\ROADS\Culvert D-06 over Trout Brook\CAD Files\

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 3
PARCEL NO. 3
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 3, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), SAID POINT BEING 30.10±FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+96.89 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARMS, INC. (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 60°56'26" EAST 15.00±FT TO A POINT 45.02±FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+95.32 OF SAID BASELINE; (2) NORTH 30°23'23" EAST 55.02±FT TO A POINT 52.04±FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+49.89 OF SAID BASELINE; AND (3) NORTH 60°56'26" WEST 15.02±FT TO A POINT ON THE FIRST MENTIONED SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 37.11±FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+51.46 OF SAID BASELINE; THENCE SOUTH 30°22'13" WEST ALONG THE LAST MENTIONED SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 55.02±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 825.57± SQUARE FEET MORE OR LESS OF WHICH 199.17± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE NORTH 23°03'20" EAST TO STATION CR 13+38.37.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JAN 7 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

STATE OF NEW YORK
JOSEPH O. MALINOWSKI
050314
LICENSED LAND SURVEYOR

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

Joseph O. Malinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 3
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. MCNALLY CHECKED BY S. SIEMS FINAL CHECK BY J. MALINOWSKI

FILE NAME = G:\PROJECTS\Dutchess County\DOC\Culvert D-06 Rep\Maps\D-06_MAP.dgn

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025169 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE TEMPORARY EASEMENTS ON REAL PROPERTY OWNED BY MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07)
HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, IN THE TOWN OF DOVER

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025169 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE TEMPORARY EASEMENTS ON REAL PROPERTY OWNED BY MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07)
HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, IN THE TOWN OF DOVER

OCTOBER 14, 2025

DUTCHESS COUNTY LEGISLATURE

Proclamation: Recognizing Diwali in Dutchess County
Resolution No. 2025170

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, Diwali, also known as Deepavali or the Festival of Lights, is one of the most significant and widely celebrated festivals observed by South Asian Hindu and Indo Caribbean communities, as well as Sikh, Jain, and some Buddhist communities, and

WHEREAS, Diwali symbolizes the victory of light over darkness, knowledge over ignorance, and good over evil, representing hope, renewal, and the triumph of righteousness, and

WHEREAS, the word "Diwali" derives from the Sanskrit term "Deepavali," meaning "a row of lamps," and the celebration is marked by the lighting of diyas (oil lamps) placed around homes, symbolizing the light of knowledge and truth within each individual, and

WHEREAS, Diwali is celebrated over five days during the Hindu month of Kartika, with each day holding its own significance and traditions, and marks the traditional end of the harvest season and the beginning of the new year, and

WHEREAS, the celebration strengthens family bonds and community ties through prayers, festive meals, the exchange of gifts and sweets, and the joyous display of fireworks and illuminated colors that convey a message of unity, and

WHEREAS, Dutchess County is home to a vibrant and diverse South Asian community whose members have enriched our county through their cultural traditions, professional contributions, and civic engagement, and

WHEREAS, Diwali serves as an opportunity for all residents of Dutchess County to learn about and appreciate the rich cultural heritage of our South Asian neighbors and to celebrate the diversity that strengthens our community, and

WHEREAS, recognizing and honoring the traditions of all our residents fosters mutual respect, understanding, and harmony throughout Dutchess County, now, therefore be it,

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, recognize Diwali and encourage all residents to join in recognizing this joyous occasion and the valuable contributions of our South Asian community to the cultural fabric of our county.

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

LEIGH WAGER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Commendation: National 4-H week
Resolution No. 2025171

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the 4-H mission is to assist youth in acquiring knowledge, developing life skills, and forming attitudes that will enable them to become self-directing, productive, and contributing members of society, and

WHEREAS, since 1902, 4-H has been helping youth and adults learn, grow, and work together with volunteers providing countless hours of volunteer time, and

WHEREAS, 4-H builds youth self-esteem, leadership, and citizenship skills and focuses on critical issues, and

WHEREAS, 4-H is one of the largest youth organizations in New York, with over 170,000 youth involved, and

WHEREAS, the New York State 4-H is a program offered in every county by Cornell Cooperative Extension as part of the University's historic land-grant mission, and

WHEREAS, New York State 4-H has programs on food and nutrition, science and technology, natural resources, animal science, communication skills, citizenship, and leadership, and

WHEREAS, 4-H members and their families have made worthwhile contributions to the citizens of New York and this nation, and 4-H programs are an investment in our community, and

WHEREAS, Dutchess County 4-H youth participate in a wide variety of projects and activities year-round, led by dedicated and knowledgeable Dutchess County 4-H leaders. 4-H reaches over 2,400 youth in the county through school enrichment, afterschool programs, 4-H clubs, and other programs each year, now, therefore be it,

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate and commend 4-H's mission to help educate, offer community services, and enlighten our youth for a positive future in Dutchess County.

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025

LEIGH WAGER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Commendation: Eagle Scout Thomas Ayasse

Resolution No. 2025172

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, Thomas Ayasse is a member of Boy Scout Troop 3050, Pleasant Valley, NY, and has obtained the rank of Eagle Scout on August 11, 2025, and

WHEREAS, Thomas Ayasse has demonstrated a commitment to the highest ideals of Scouting and to his community, earning a total of 50 Merit Badges to obtain the rank of Eagle Scout, and

WHEREAS, Eagle Scout Thomas Ayasse has held the leadership positions of Patrol Leader and Senior Patrol Leader, and

WHEREAS, for Thomas Ayasse's Eagle Scout Project, he constructed a pergola which was built through two garden boxes to help climbing plants grow, along with two benches to enable adults and students to sit and enjoy an outdoor space at Netherwood Elementary School, and

WHEREAS, Thomas Ayasse is currently a senior at Arlington High School, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Eagle Scout Thomas Ayasse, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Eagle Scout Thomas Ayasse their best wishes in all his future endeavors.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

LEIGH WAGER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Condolence: Sergeant Nigel Keith Barnett, Jr.
Resolution No. 2025173

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with great sadness and regret of the recent death of Sergeant Nigel Keith Barnett, Jr. on September 16, 2025, at the age of 49, and

WHEREAS, Sergeant Barnett was born on November 26, 1975, to Nigel Keith Barnett, Sr. and Esmie (McNeil) Barnett, and

WHEREAS, Sergeant Barnett attended Our Lady of Lourdes High School and pursued his Associate's Degree at Dutchess Community College, and

WHEREAS, Sergeant Barnett started his law enforcement career as a correctional officer at the Dutchess County Jail and transitioned to the New York State Police where he was a member for 19 years, and

WHEREAS, Sergeant Barnett was a member of The Gathering at Faith Assembly in Poughkeepsie, and

WHEREAS, in addition to his partner, Kristin Denu, and her daughters Giavanna and Londyn White, Sergeant Barnett is survived by his parents, his son Nigel Barnett III, his sisters Katisha Barnett and Marcia Barnett, his brother-in-law Ainsley Wheeler, his nieces and nephews Alasia Wheeler, Annmarie Wheeler, Ainsley Wheeler, Jr., Denzel Wheeler, and Zion Moore, his great-nephew and great-niece Jasaan Wheeler-Ward and Harmony Wheeler, and numerous aunts, uncles, and cousins, and

WHEREAS, Sergeant Barnett's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Sergeant Nigel Keith Barnett, Jr., and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Sergeant Nigel Keith Barnett, Jr.

STATE OF NEW YORK
ss.
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

LEIGH WAGNER, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Condolence: Louis D. Murasso, Sr.
Resolution No. 2025174

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, on August 2, 2025, the Dutchess County Legislature learned with great sadness and regret of the recent death of Louis D. Murasso, Sr. at the age of 93, and

WHEREAS, Louis was born on May 19, 1932, in Poughkeepsie, New York, the son of the late Frank Murasso and Emma Manfredi Murasso, and attended Mount Carmel Grade School and Poughkeepsie High School, and

WHEREAS, Louis began his career at the former Western Printing and established Murasso Signs, a business that lasted 66 years, and

WHEREAS, Louis worked for the Town of Poughkeepsie Water Department and then later joined the Dutchess County Sheriff's Department, where he was still active at the age of 93, and

WHEREAS, Louis was involved in his community, representing the Fourth Ward of the Town of Poughkeepsie as Councilman. He was active in the local auto racing community, being inducted into the Hudson Valley Historic Racing Hall of Fame, and he also was a popular radio personality, "Lenny Gordon", broadcasting from WHVW in Hyde Park, and

WHEREAS, Louis was a devout catholic and a member of St. Peter's Parish in Hyde Park, regularly attending services at Our Lady of the Rosary Chapel, and

WHEREAS, in 1948, Louis met his future wife, Kathleen Dembicki, which was the beginning of a 73-year love story that led to marriage in 1951, and

WHEREAS, Louis is survived by his daughters Rosa Lee Murasso, Jo Ann Stevens, and Kimberly Coe, his sons Louis D. Murasso, Jr., Frank Murasso, and Christopher Murasso, his eleven grandchildren Jackson, Daniel, Timothy, Jonathan, Jeremy, Sophia, Amanda, Brianna, Liam, Jonah, and Chloe, his five great-grandchildren Paris, William, Amara, Juniper, and Harris, and numerous nieces and nephews, and

WHEREAS, in addition to his wife and parents, Louis was predeceased by his brother John Murasso and his sister Anita Sutton, and

WHEREAS, Louis' passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deepest sympathy and sincere condolences to the family and friends of the late Louis D. Murasso, Sr., and be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Louis D. Murasso, Sr.

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.

LEIGH WAGER, CLERK OF THE LEGISLATURE

Other County Business

None.

Announcements

None.

Privilege of the Floor with respect to agenda and non-agenda County business

Daniel Atonna, City of Poughkeepsie Ward 8, spoke in support of making the bus fare free, good cause evictions laws, and county-wide composting program,

Thea Burgess Red Hook Historical Society, spoke in support of the grant programming towards Rev250 in Red Hook.

There being no further business, the Chair adjourned the meeting at 7:32p.m. in memory of Sergeant Keith Nigel Barnett, Jr. and Louis D. Murasso, Sr.